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Title: **Chicago, City of and Council 31, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO (1999) (MOA)**

K#: **820319**

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#820319

AGREEMENT

This Agreement is entered into this ___th day of ___, 2000, by and between THE CITY OF CHICAGO, an Illinois municipal corporation, and the City Treasurer, and the City Clerk, joint Employer, (hereinafter called "Employer"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 31, (hereinafter called "Union").

It is the purpose of this Agreement to promote harmonious relations between the Employer and the Union, to establish a peaceful procedure for the resolution of differences, and to establish the rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1.1 - Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work and all other terms and conditions of employment for all employees employed by the Employer in job classifications listed in Schedules 1, 2, 3 and 4 attached.

Should the parties agree that other titles appropriately belong in an AFSCME represented bargaining unit, they shall jointly stipulate to an amendment or clarification of the unit(s) involved, even if there are no incumbents in the title at the time. Such stipulation shall be filed with the Labor Relations Board in accordance with its procedures. Should the Union seek to represent any title(s) requiring a demonstration of majority support, and

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there are no unresolved issues as to employee status, such support shall be demonstrated in accordance with the Labor Relations Board procedures for voluntary recognition.

Section 1.2 - Unit Work

The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment.

As a further exception, where employees who are not in a unit covered by this Agreement have in the past performed unit work or have performed work which is subsequently (after July 1, 1996) assigned to bargaining unit employees, they may continue to do so unless it limits an employee's promotional opportunities within the bargaining unit, eliminates a unit position, lowers an employee's classification, or reduces the number of unit positions; provided that, said employees who are not part of a bargaining unit represented by another union and whose positions were not performing what is presently unit work prior to February 13, 1986, who for more than sixty (60) days continually perform unit work a

machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Section 2.2 - Work Standards

The Employer has the right to establish reasonable work load standards. Prior to establishing or changing work load standards, the Employer will notify the Union, and upon request of the Union, shall meet to discuss such standards.

Section 2.3 - Rules of Conduct

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject employees to discipline or harm, the Employer shall transmit a copy of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No

such changes or additions shall be implemented without prior publication and notice to the affected employees.

ARTICLE 3 - UNION RIGHTS

Section 3.1 - Exclusive Bargaining Agent

The Employer shall not negotiate with employees to change the employee's wages, hours or working conditions set forth in this Agreement, except if the Union agrees. The Employer shall not meet, discuss, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to wages, hours or working conditions of the employees covered by this Agreement.

Section 3.2 - Right of Access

Duly authorized officials of the Union will be permitted to enter Employer facilities at any reasonable time for purposes of handling grievances, observing conditions under which employees are working, or attending meetings mandated or permitted by this Agreement.

The Union will not abuse this right, and such right of entry shall be consistent with current practices and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Any time off with pay provided for under this Article shall be at the employee's appropriate rate of pay as though the employee were working.

Section 3.3 - Bulletin Boards

The Employer shall provide bulletin boards or space on bulletin boards at each Employer physical site, the number, size and location to be mutually agreed to by the Employer and the Union. The said bulletin boards or space shall be for the sole and exclusive use of the Union for Union business. Posted material shall not be abusive, inflammatory or partisanly political in nature and shall be signed and dated prior to posting.

Section 3.4 - Distribution of Literature

Distribution of Union literature only shall be permitted in non-work areas where city business is not conducted with members of the public during the non-work time of the employee who is distributing and the employee who is receiving the literature. In addition, distribution shall be permitted which does not interfere with the work of other employees or the business of the public.

Section 3.5 - Conference Rooms

The Employer agrees to make available conference and meeting rooms for Union meetings upon request of a Union representative, subject to the Employer's reasonable rules relating to the Union's use of its facilities.

Section 3.6 - Pay for Meetings

Employees shall be allowed time off with pay at the employee's regular rate of pay to attend meetings if agreed to by the Employer, scheduled by the Employer or mandated by this Agreement.

Section 3.7 - Time Off For Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business, such as Union meetings, Committee and/or Board meetings, training sessions, or conferences. Nothing shall prevent an employee from using any accumulated time to cover such absences.

Requests for such time off shall be granted unless an employee's absence would interfere with the operating needs of the Employer, provided that, such requests shall not be unreasonably denied. The employee may, with the written consent of the supervisor, adjust the employee's schedule to permit such attendance.

The Employer agrees to meet with Union representatives, including an agreed-upon number of employees covered by this Agreement, at reasonable mutually-agreed times to negotiate a subsequent Collective Bargaining Agreement. The names of the designated representatives shall be certified to the Employer in writing by the Union. Employees attending the meeting shall participate without loss of pay.

A reasonable number of elected delegates, up to 35, will be permitted to attend a State or National AFSCME Convention once each year without loss in pay for the time spent en route to and from, and attending, the Convention, up to two (2) days for State Conventions and up to five (5) days for National Conventions. Such time off shall not be detrimental in any way to the employee's record.

Section 3.8 - Employee Orientation

Nothing herein shall preclude a Department from agreeing to allow the Union the opportunity to provide Union orientation to new employee on paid time.

ARTICLE 4 - JOINT COMMITTEES

Section 4.1 - Labor/Management

For the purpose of maintaining communications between Labor and Management in order to cooperatively discuss and solve problems of mutual concern, the head of each Department or his/her Designee shall meet quarterly with the appropriate Union committee representing the Bargaining Unit. Less or more frequent meetings may occur by mutual agreement of the parties. Requests for more frequent meetings shall not be unreasonably denied. Meetings shall be scheduled at a time, place and date mutually agreed upon with due regard for the efficient operation of the Employer's business.

The parties may discuss any subject of mutual concern, except for grievances and changes in this Agreement. Each party shall prepare and submit an agenda to the other one (1) week prior to the scheduled meeting. Minutes shall be taken and forwarded to the parties. These meetings may be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the Union, the Department Head and the Director of Labor Relations.

The City of Chicago, Department of Personnel, shall meet with the Union at least once every six (6) months to discuss any subject of mutual concern, except for grievances and changes in this

Agreement. More frequent meetings may be held upon mutual agreement between the parties. These meetings shall be scheduled at a time, place and date mutually agreed upon and may be attended by a reasonable number of representatives from each party, the number of which shall be mutually agreed to by the parties.

Among the items for discussion at the request of either party at departmental labor-Management meetings are the following:

1. Work Location definition for detailing
2. Union Orientations
3. Flex-time
4. Schedules
5. Special Committees
6. Payment or Provision of Uniforms
7. Impact on Staff Reductions

Any Agreements recommended shall be reduced to writing and shall be submitted for approval to the Department of Personnel, Director of Labor Relations and AFSCME Council 31.

A request by the Union to the affected department to discuss the impact of a staff reduction on a particular worksite(s) shall be considered reasonable and a meeting to discuss such reductions shall be held within five (5) working days of said request.

It is the further understanding of the parties that discussion of the addition and replacement of VDT work stations to conform with the provisions set forth in the collective bargaining agreement will take place at departmental labor-management and health and safety committee meetings.

Further, information regarding work stations not meeting such provisions will be forwarded to City-wide labor-management and health and safety committees which will endeavor to set a timetable for expeditious replacement.

Section 4.2 - Health and Safety

Joint Labor-Management, Health and Safety committees shall be established in each Department with an equal number of Union and Employer representatives. The committees shall meet regularly to identify, inspect, and correct unsafe or unhealthy working conditions which may exist. For City Hall, the Kraft Building, and other multi-Department buildings, the committee shall be composed of representatives of the various Departments, and shall include a representative of the Commissioner of General Services and the Director of Labor Relations.

Employees may submit health and safety complaints to the applicable committee. A majority of the Committee may recommend remedial action. If health and safety problems are not resolved by the Department Committee, they may be referred to a City-wide committee for consideration. Any City-wide committee shall have an equal number of Union and Employer representatives and shall include the Commissioner of General Services and the Director of Labor Relations.

Section 4.3 - Day Care

A Day-Care Committee composed of a mutually agreed upon equal number of Union and Employer representatives shall meet to study

the feasibility of establishing Day Care Centers for the dependents of employees of the Employer.

Section 4.4 - Job Evaluation

A committee composed of a mutually agreed upon equal number of Union and Employer representatives shall be appointed by the respective parties.

The Committee shall meet at mutually agreed upon times at reasonable intervals. The Committee shall study the following:

- a) Career ladders which will enhance promotional opportunities;
- b) Possibilities for semi-automatic progression between job titles;
- c) Employer conducted and/or sponsored training programs which enhance career development; and
- d) The salary grade placements of job classifications based upon the responsibility involved, the education and/or experience required, and the working conditions.
- e) The Avant Job Series groupings based upon changes in job requirements and skills e.g. the ongoing computerization of clerical jobs.

The Committee shall make its recommendations in writing to the Employer and the Union.

Section 4.5 - Quality of Public Services Committee

The parties recognize their mutual interest in improving the quality of public service and recognize that involving employees through their Union in the identification of and solution to the problems of delivering quality services is critical to the accomplishment of that goal.

A joint committee, comprised of three individuals selected by the Employer and six bargaining unit employees and Union staff selected by the Union, is hereby established with the responsibility of studying and recommending proposals to improve the quality of public services and the quality of union-management relationships. The Committee shall address means of accomplishing its goals through activities including but not limited to the following:

- a. Establishing guidelines for quality of public service projects involving bargaining unit employees
- b. Conducting research
- c. Undertaking demonstration projects
- d. Utilizing joint labor-management training programs
- e. Suggesting agency-level workplace improvement projects
- f. Fostering cooperative union-management initiatives at all levels.

Upon the mutual agreement of the Employer and the Union, the recommendations of the committee may be implemented in the manner and fashion the parties shall decide.

ARTICLE 5 - WAGES AND SALARY SCHEDULES

Section 5.1 - Rates of Pay

The following wage changes will be instituted:

1. The employees on the payroll as of January 1, 2000 and thereafter will each receive a 1.5% increase retroactive to January 1, 2000. (Exhibit A)

2. In 2000, a 2.5% increase will be granted to all employees, effective July 1, 2000. (Exhibit B)
3. In 2001, a 3% increase will be granted to all employees, effective July 1, 2001. (Exhibit C)
4. In 2002, a 2.5% increase will be granted to all employees, effective July 1, 2002. (Exhibit D)
5. In 2003, a 1.5% increase will be granted to all employees, effective January 1, 2003. (Exhibit E)

The Employer will pay to all employees receiving the increases in paragraph 1 above, who are on the payroll as of the effective date of this Agreement, the additional sum of \$350.00. The Employer agrees that, except for Police and Fire, if it makes a similar payment to employees in another bargaining unit which exceeds \$350.00, it will pay such differential to AFSCME-represented employees.

Section 5.2 - Schedules

The salary schedules for job classifications covered by this Agreement are appended hereto as Exhibit A (effective January 1, 2000), Exhibit B (effective July 1, 2000), Exhibit C (effective July 1, 2001), Exhibit D (effective July 1, 2002) and Exhibit E (effective January 1, 2003).

For all job classifications currently on the Schedule B-C salary schedule, the Employer agrees to adopt a revised 12-step salary schedule, as modified by Section 5.1 above, for job classifications covered by this Agreement, effective July 1, 2000. The schedule will be administered in the same fashion and under the same historical practices as is the current salary schedule. Incumbent employees will be placed on the new schedule at the step

in their grade which most closely approximates their then-current pay rate, it being understood that no employee will be placed on a step which is less than his or her current pay rate. The Employer guarantees that employees who are placed on said schedule will receive an adjustment in their wage rate of not less than 2%, which may be satisfied by the employees' immediate receipt on July 1, 2000 of a step increase to which they may be eligible as a result of their placement on the schedule and their continuous service date. Employees who receive the minimum 2% increase, and as a result are between steps on the new salary schedule, will be placed on the new step plan when they become eligible for their next regular step increase. The placement of the employees on the new schedule will not change their current anniversary date; however, if an employee, because of his or her continuous service, receives a step increase as a result of his or her placement on the salary schedule, that will result in the employee receiving a new anniversary date, in accordance with the City's historic practice.

The Employer agrees to adopt a new G salary schedule effective July 1, 2000. The Employer will take the current G schedule and eliminate the first step column, and then move the remaining columns one step to the left, such that employees in the existing second column would now be in the first column, and so forth. Finally, the Employer will create a new column for the maximum rate, which would be approximately 5% more than the step column immediately preceding it, consistent with the other steps in the G schedule.

The Employer will add to the M schedule \$1.00/hour to the base rate for the Physician's effective July 1, 2000, and add \$1.00/hour to the base rate for the Dentists in each year effective July 1, 2000, July 1, 2001 and July 1, 2002.

Effective July 1, 2000, the salary schedule for the Library Pages, Library Page - MRL, Senior Aide and Clerk - Trainee Library Aide shall provide that the second step after the starting rate shall be paid after 12 months of service. The Employer will provide the full \$350.00 payment referred to in Section 5.1 above to the employees in this schedule, instead of a pro-rata share as per prior practice.

ARTICLE 6 - HOLIDAYS AND SICK LEAVE

Section 6.1 - Current Holidays

Employees shall receive the following holidays off without a reduction in pay:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Casimir Pulaski Day
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Christmas Day

provided the employee is in pay status the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday, or is absent from work on one or both of those days with the Employer's permission; such permission will not be unreasonably denied.

A full-time employee will be considered to have worked a full day if the employee works five (5) or more hours. Part-time employees shall be considered to have worked a full day on a pro-rata basis.

The parties agree that the following days shall not be holidays for all employees of the Chicago Public Library:

Columbus Day

Veterans Day

All employees of the Chicago Public Library shall be granted two (2) personal business days during each calendar year of the collective bargaining agreement.

The procedure for granting, requesting, and approving the use of personal days shall be in accordance with the current practice during the life of the collective bargaining agreement.

In addition to the foregoing twelve (12) paid holidays, employees shall receive one (1) personal day, which may be scheduled in accordance with the procedures for vacation selection set forth in Section 7.6 below. If an employee elects not to schedule said personal day as provided above, the employee may request his/her Department to use said personal day. Requests shall not be unreasonably denied. It is understood that the provisions of Section 11.6 of this Agreement apply to this personal day. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.4.

Section 6.2 - Holiday Observance

For employees whose regularly scheduled workweek does not include Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holidays; and said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, holidays which fall on either Saturday or Sunday will be observed on that day.

Section 6.3 - Holiday Scheduling

(a) For employees who are not scheduled on a regular Monday through Friday workweek, when a holiday falls on an employee's day off, the employee shall be granted another day off when a holiday falls during an employee's vacation, and the employee does not want to extend his/her vacation, the employee shall be granted another day off. The Department Head shall grant an employee's request for another day off on the basis of seniority among the employees who normally perform the work and who make their requests on the same day, provided however, the Department Head shall retain the right to determine the number and scheduling of employees at any one time without hindering the operation of the Department.

When a holiday falls during an employee's vacation, the employee may extend his/her vacation only if the Employer does not grant the employee an extra day's pay.

(b) An employee who is required to work on a holiday shall be given at least seven (7) days advance notice where it is known by the Employer that employees have to work on a holiday. If some but

not all employees in the department are required to work on a holiday, the Employer, taking into account its operational needs, will offer the work on a rotating seniority basis first to volunteers who normally perform the work, and where there are not enough said volunteers, the work will be assigned on a rotating basis of inverse seniority, provided that, in either case, the employee who volunteers or is assigned has the then present ability to perform the work required by the Employer.

Section 6.4 - Holiday Pay

Work performed on holidays listed in this Article shall be paid at 2-1/2 times the employee's then current rate of pay, which shall include holiday pay or, at the employee's option shall be paid at 1-1/2 times the employee's then current rate of pay plus straight time compensatory time for all time worked. Upon termination of employment for any reason, except discharge for serious misconduct, the employee or his/her estate shall be paid at the employee's then current rate of pay for any earned holidays not taken.

Section 6.5 - Sick Leave

Current and future employees employed in job classifications that are granted paid sick leave shall continue to receive said sick leave for the term of this Agreement. Said employees shall be credited with twelve (12) days of paid sick leave on January 1 of each year. New hires who are salaried paid shall be credited with paid sick leave at the rate of one (1) day for each month of employment through December 31 for the first calendar year of their

employment. Sick leave may be accumulated up to two-hundred (200) days.

Notwithstanding the foregoing, effective January 1, 1998 and thereafter, all employees shall be credited with one (1) day of paid sick leave on the first day of each month. In the event an employee, or a member of employee's immediate family, experiences a serious health condition within the meaning of the Family and Medical Leave Act, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. Should the employee's, or his/her immediate family member's serious health condition require the employee to be absent into the next calendar year, upon request of the employee, the Employer will advance to said employee up to the full amount of sick time the employee would normally be credited with for the remainder of that calendar year. The Employer reserves the right to require an employee to provide documentation that a serious illness, which would qualify for family and medical leave under the FMLA, exists.

Sick leave may be used for illness, disability, or injury of the employee. Sick leave may also be used for appointments with doctors, dentists, or other medical practitioners, or in the event of illness, disability or injury of a member of an employee's family or household for whom the employee's presence is needed, subject to reasonable rules of interpretation of the Employer.

Sick leave may be used in increments of one-half day or more. With twenty-four (24) hour prior notice and the permission of the employee's supervisor, sick leave may be used in smaller increments. In a bona fide emergency if and to the extent twenty four (24) hour notice is not possible, sick leave may also be used in smaller increments, provided that the employee promptly notify his/her supervisor. Such permission shall not be unreasonably denied. The Employer may request satisfactory proof of such emergency.

Nothing herein shall be interpreted as an agreement to remove or continue any pre-contract practice relating to non-contractual extended sick leave.

Use of sick leave as provided for in this Article shall not be detrimental to the evaluation of an employee's job performance. Employees who use sick leave as provided herein shall have their job performance evaluated on the same basis and under the same criteria as employees who have not used sick leave. Nothing herein shall preclude the Employer from delaying an employee's evaluation in the event that the time worked by the employee during the evaluation period does not provide an adequate basis for evaluation.

ARTICLE 7 - VACATIONS

Section 7.1 - Amount

Employees shall be eligible for paid vacations as of January 1 of each year following the year in which they were employed. Full time employees will earn the following amounts of paid

vacation, based on such employee's seniority or continuous service as of July 1:

<u>Continuous Service as of July 1</u>	<u>Vacation</u>
Less than 6 years	13 days
6 years or more, but less than 14 years	18 days
14 years to 23 years	23 days
24 years	24 days
25 years or more	25 days

Employees of the Chicago Public Library will continue to earn vacation time as set forth below:

Pay Grade 6 and below:

Less than 6 yrs.	15 days
6 yrs. or more, but less than 14 years	18 days
14 yrs. to 23 years	23 days
24 years	24 days
25 years or more	25 days

Pay Grade 7 and above:
Pay Grade G-1 thru G-10:

Less than 14 years	20 days
14 years to 23 years	23 days
24 years	24 days
25 years or more	25 days

Section 7.2 - Pro Rata Vacations

An employee shall be eligible for pro rata vacation if:

1. The employee did not have twelve (12) months of seniority or continuous service in the preceding calendar year and

is on the payroll as of January 1 of the current calendar year; or

2. The employee was separated from employment, other than for serious misconduct, during a calendar year in which the employee did not have twelve 12 months of seniority or continuous service.

The amount of pro rata vacation is determined by dividing the number of months of seniority or continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days.

Part-time employees who work at least fifty (50) hours per month in the prior calendar year shall be granted vacation leave on a pro-rated basis, as follows:

<u>Hours Worked Per Year</u>	<u>Hours of Vacation</u>
1,000	40
916	36
830	33
750	30
666	27
580	23
500	20
416	17
330	13
250	10
166	7
50	4

One extra vacation hour is earned for each twenty-five (25) hours over minimal hours worked.

Section 7.3 - Forfeiture of Vacation

Except as provided herein, all earned vacation leave not taken in the vacation year it is due shall be forfeited unless the employee was denied vacation by the Employer. Notwithstanding the foregoing, if an employee still has unused vacation time by the beginning of the fourth quarter of the vacation year, the employee upon giving written notification to the Employer before December 15th of the vacation year, may carry over no more than three (3) such days into the next vacation year. All such vacation days deferred in this fashion must be scheduled upon mutual agreement of the Employer and employee and taken before April 1 of the vacation year into which they are carried over. Employees on duty disability shall retain any vacation leave earned prior to being placed on duty disability leave, together with all vacation time earned during the period of duty disability for the twelve (12) months following the date in which the person became disabled, and shall be entitled to use such vacation time within twelve (12) months following their return to work.

Section 7.4 - Employees Laid Off, On Leave of Absence or Discharged

Employees who are discharged for serious misconduct (i.e., violent acts, criminal acts, drug and alcohol violations on the job, or gross insubordination) are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of thirty (30) days (except where such leave was adjudged

eligible for duty disability) or engaged in conduct in violation of Article 23 of this Agreement.

Section 7.5 - Rate of Pay

Employees shall receive their regular pay in effect at the time the scheduled vacation is taken. An employee in pay status for 50% of work time in a calendar month shall earn vacation credit.

Section 7.6 - Selection

From November 1 to November 30 inclusive, of each calendar year, employees may submit in writing to the Employer their vacation preferences for the following calendar year. Employees who file their vacation requests by November 30 shall receive responses by the last day of December. Vacation requests made after November 30 shall be granted on a first-come, first-served basis; provided however, if too many employees request on the same day vacations during the same period, the employees with the greater continuous service shall receive the vacation. Responses to said vacation requests shall be made within fourteen (14) days by the Employer, but not before the Department has responded to employees who filed during the November selection period.

Vacations under this Section, will be granted by continuous service, provided however, the Department Head shall have the discretion to determine the number and scheduling of employees who can be on vacation at any one time without hindering the operation of the Department or to meet the emergency needs of the department's operations. In considering the emergency needs of the

department, the Employer shall not cancel a pre-planned vacation arbitrarily. Cancellation of approved vacation requests which would result in a financial loss to the employee and/or prevent the employee from attending important personal events shall only be denied in the most extreme emergencies, and shall be subject to an expedited grievance procedure agreed upon by the parties to permit timely resolution of such disputes.

Section 7.7 - Reciprocity With Other Agencies

Any employee of the City of Chicago hired prior to February 13, 1986 who has rendered service to the County of Cook, the Chicago Park District, the Chicago Housing Authority, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, the City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, the Public Building Commission of Chicago, the Chicago Urban Transportation District, and the Regional Transportation Authority, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City for vacations, provided that such service has been continuous service. However, vacation time accrued while working for another public agency is not transferable. Employees hired after February 13, 1986 who render service for any other public employer shall not have the period of such service credited and counted for the purpose of computing the number of years of service as an employee of the City.

ARTICLE 8 MILEAGE REIMBURSEMENT

Employees eligible for mileage reimbursement and who are required by the Employer to use their personal vehicles to perform their assignments shall be reimbursed at the rate of 29.5¢ per mile up to a maximum of \$180 per month. Effective July 1, 1997, said mileage rate shall increase to 31.5¢ per mile with a maximum of \$200 per month. Employees seeking mileage reimbursement must submit that request on a form provided by the Employer. Payment for mileage expenses will be made on a monthly basis. Should the Employer increase the current maximum mileage allowance for other employees of the City during the term of this Agreement, the City will amend this Article to reflect the monthly dollar increase.

ARTICLE 9 DEFERRED COMPENSATION

The Employer's policy which is in effect at the execution of this Agreement, pertaining to deferred compensation, shall be afforded to all employees without change during the term of this Agreement.

ARTICLE 10 - GROUP HEALTH, VISION CARE, DENTAL, LIFE AND ACCIDENT BENEFITS

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life (\$20,000) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees.

Effective July 1, 2000, employees will be responsible for health care contributions on a per pay period basis for either the Blue Cross PPO or the HMO plan of their choice, based on a

composite 1.6% of base salary for single, employee and one, and family levels of coverage as specified below. Contributions at selected salary levels per pay period will be as follows:

<u>ANNUAL SALARY</u>	<u>SINGLE</u> <u>(1.0281%)</u>	<u>EMPLOYEE +1</u> <u>(1.5797%)</u>	<u>FAMILY</u> <u>(1.9705%)</u>
<u>Up to \$30,000</u>	<u>12.50</u>	<u>19.00</u>	<u>22.00</u>
<u>\$30,001</u>	<u>12.85</u>	<u>19.75</u>	<u>24.63</u>
<u>\$40,000</u>	<u>17.14</u>	<u>26.33</u>	<u>32.84</u>
<u>\$50,000</u>	<u>21.42</u>	<u>32.91</u>	<u>41.05</u>
<u>\$60,000</u>	<u>25.70</u>	<u>39.49</u>	<u>49.26</u>
<u>\$70,000</u>	<u>29.99</u>	<u>46.07</u>	<u>57.47</u>
<u>\$80,000</u>	<u>34.27</u>	<u>52.66</u>	<u>65.68</u>
<u>\$89,999</u>	<u>38.55</u>	<u>59.24</u>	<u>73.89</u>
<u>\$90,000 +</u>	<u>38.60</u>	<u>59.30</u>	<u>73.95</u>

All contributions shall be made on a pre-tax basis.

Section 10.1 - Policy Provisions

The benefits provided for herein shall be provided through a self-insurance plan or under a group insurance policy, selected by the Employer. All benefits are subject to standard provisions of insurance policies between Employer and insurance companies.

Section 10.2 - Insurance Disputes

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings.

Section 10.3 - H.M.O's

Optional coverage offered by a Health Maintenance Organization (HMO) shall be made available to qualified employees. The Employer

may offer coverage under more than one HMO. The employee's option of selecting an HMO is subject to conditions for eligibility set by the HMO, notwithstanding anything in this Agreement to the contrary.

Section 10.4 - Family Coverage

Where both husband and wife or other family members eligible under one family coverage are employed by the Employer, the Employer shall pay for only one family insurance or family health plan.

Section 10.5 - Maintenance of Insurance

The current practice permitting employees to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of the Agreement.

The Employer will accept insurance premiums deducted from employees' ordinary disability checks for any period during which employees are eligible to pay such premiums so long as the Pension Fund allows such deductions.

ARTICLE 11 - LEAVES

Section 11.1 - Bereavement

In the event of a death in an employee's immediate family such employee shall be entitled to a paid leave of absence up to a maximum of three (3) consecutive days including the day of the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive days.

The employee's immediate family shall be defined as: mother, father, spouse, brother or sister (including step or half), son or daughter (including step or adopted), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, court-appointed legal guardian, and a person for whom the employee is a court-appointed legal guardian. The Employer may, at its option, require the employee to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

Section 11.2 - Military

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year, provided that employees hired after February 13, 1986 shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fifteen (15)

calendar days in any calendar year, provided that employees hired after February 13, 1986 shall, as a condition precedent to payment, deposit his/her military pay for all days compensated by the Employer with the City Comptroller.

Section 11.3 - Jury/Subpoena

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to non-work related litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his/her jury duty pay with the City Comptroller for those days which he/she was scheduled to work for the Employer and receives pay or compensatory time for said work.

Section 11.4 - Unpaid Leaves

(a) Personal Leave

Non-probationary employees may apply for leaves of absence without pay for personal reasons. The grant and duration of such leaves shall be within the discretion of the Employer. Seniority shall accumulate for employees on said leaves. Employees who return from said leaves shall be reinstated to their former job subject to the layoff, recall and break-in-service provisions of this Agreement.

Employees shall be granted personal leaves of absence without pay for a period of up to one (1) year for the purpose of providing necessary care, full-time supervision, custody or non-professional treatment for a member of the employee's immediate family or household under circumstances temporarily inconsistent with the

employee's uninterrupted performance of his/her normal job duties, if satisfactory proof of the need for and duration of such leave is provided to the Employer. Such leaves shall be granted under the same terms and conditions as set forth above.

(b) Medical Leave

Non-probationary employees shall be granted medical leaves of absence upon request. Said medical leaves of absence shall be granted for up to three (3) months, provided said leaves shall be renewable for like three (3) month periods, for a total medical leave of absence up to one (1) year. The Employer may request satisfactory proof of medical leaves of absence. Employees on medical leaves of absence shall return to work promptly after their doctor releases them to return to work. An employee on a medical leave of absence shall be returned to work upon the expiration of his/her leave, provided the employee has complied with the Employer's procedures which shall be provided to the employee prior to the start of said leave. If an employee is granted an extension of his/her leave, he/she shall be returned to work upon the expiration of the leave's extension, provided the employee has complied with the Employer's procedures.

Seniority shall accumulate for employees on medical leaves of absence for only up to one (1) year. After one (1) year, an employee on a medical leave of absence shall retain, but not accumulate seniority.

Employees who return from a medical leave of absence within one (1) year shall be reinstated to their former job, subject to

the layoff and recall provisions of this Agreement. If the employee returns to work after more than one (1) year on a medical leave of absence, the employee shall be returned to his/her former job if it is open. If not, the employee will be placed on a list for reinstatement.

(c) Union Leave

Up to six (6) non-probationary employees shall be granted Union leaves of absence at any one time to serve on the Union staff or to be an officer of the Union, for up to two (2) years. Any current Union leaves of absence shall be automatically extended for up to two (2) years. The number and length of such leaves may be increased by mutual written agreement of the Employer and Union. Employees who return from Union leaves of absence shall have the same rights as employees who return from medical leaves of absence.

All employees who return from leaves of absence shall, as a condition of their return, have the present ability to perform the required work without further training after a reasonable amount of orientation.

(d) Duty Disability Leaves

Any employee who is absent from work due to an injury on duty shall be granted a leave of absence. The Employer will mail the initial Duty Disability payment within ten (10) working days upon receipt of verified authorization from the approving authority. Contingent upon continued verified authorization, subsequent payment will be made twice a month. If duty disability is denied, and such denial is later reversed, the employee shall be paid up to

the date the amount the employee was eligible to receive, less any other disability payments received by the employee subject to the same terms and conditions identified in his paragraph. Employees who return from said leaves shall be reinstated to their former job classification, if there is a vacancy in said classification or if a position in said classification is then occupied by an employee with lower seniority. If the employee's former job classification is not available because the employee would have been laid off if the employee had not been on a leave of absence, the employee may exercise seniority rights in accordance with and subject to the layoff, recall and break-in-service provisions of this Agreement. An employee granted duty disability leave shall continue to receive full benefits for any period he/she is on said leave in accordance with current practice.

(e) Family and Medical Leave

Eligible employees also have certain rights to twelve (12) weeks unpaid leave under the Family and Medical Leave Act and its implementing regulations, and the policies and procedures of the Employer in effect as of the date of this Agreement, provided that such policies are not more restrictive than the provisions of this Article. Such leave is concurrent with, and not in addition to, the unpaid leave provided for above. Employees may elect to substitute any accumulated paid leave for any portion of unpaid FMLA leave, or may take such unpaid FMLA leave following any paid leave for which the employee may be eligible and elects to use.

The Employer shall pay its portion of the employee's insurance (individual or family) for the time period the employee is on FMLA leave, and the employee shall pay his/her portion of the insurance during that time period.

Section 11.5 - Religious Day Accommodation

An employee whose religious beliefs require that he/she not work when scheduled on a religious holiday, shall be granted said time off. The employee may use time earned or may take the day off without pay.

An employee requesting this accommodation shall notify the Department Head or his/her designee in writing at least five (5) calendar days in advance of the religious holiday. If written notification occurs less than five (5) calendar days in advance of the religious holiday, said request shall be granted at the Employer's discretion based on operational needs. Such requests shall not be unreasonably denied. In January of each year, the Employer shall remind employees in writing of the provisions of this section.

Section 11.6 - Emergency Accommodation

In emergency situations which preclude an employee from requesting accumulated time in advance, employees may request the use of accumulated compensatory time or vacation leave. The Employer may request satisfactory proof of any such emergency. Emergency requests by employees will not be unreasonably denied.

Section 11.7 - Reasonable Accommodation

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or such an accommodation is otherwise contemplated by the Employer, the Employer, the employee and/or the Union will meet to discuss the matter. If the Employer, the employee and the Union reach agreement, such agreement shall be binding on the Employer, the Union and all employees. In the event a grievance is filed over any action or inaction by the Employer, and the Employer claims that such action or inaction was based on the Employer's obligations under the ADA, the arbitrator shall take the Employer's obligations under the ADA, the Union's obligations under the ADA, as well as the provisions of Section 24.1 of this Agreement, into account in rendering his or her decision. It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of the contract to the extent practicable. In the event of a conflict between this Agreement, any agreement or settlement hereunder or arbitration award and any decision of any agency or court of competent jurisdiction finding a violation of the ADA, such decision shall take precedence over this Agreement, any agreement or settlement hereunder or arbitration award.

ARTICLE 12 - SENIORITY OR CONTINUOUS SERVICE

Section 12.1 - Definition

The term "seniority" and "continuous service" shall mean the same thing as they are defined and used in this Agreement.

Seniority or continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In the event two (2) or more employees have the same seniority date, a lottery shall be conducted to break seniority ties. In addition, an employee earns seniority or continuous service credit even though he/she is not paid for an absence where the employee is adjudged eligible for duty disability compensation.

For purposes of determining eligibility for longevity pay increases and in determining an employee's vacation benefits, seniority or continuous service shall mean service for the Employer regardless of job title or department.

Section 12.2 - Reciprocity

Employees hired prior to February 13, 1986 who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after February 13, 1986 who render service for any other public employer shall not have the period of such service

credited and counted for the purpose of seniority or continuous service with the Employer for any reason.

Section 12.3 - Interruption In Service

- a) Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for:
 - 1) absences without leave
 - 2) absences due to suspension
 - 3) unpaid medical leaves of absence of more than one (1) year.
- b) Seasonal employment which does not exceed one hundred twenty (120) calendar days in any calendar year shall not be credited toward seniority or continuous service for the time worked.
- c) Seasonal employment in excess of one hundred twenty (120) calendar days in any calendar year shall be credited towards, seniority or continuous service.

Section 12.4 - Break In Service

Notwithstanding the provisions of any ordinance or rule to the contrary, seniority or continuous service of an employee is broken, the employment relationship is terminated, and the employee shall have no right to be rehired, if the employee:

- a) quits or resigns,
- b) is discharged for cause,
- c) retires,
- d) is absent for five (5) consecutive work days without notifying the employee's authorized Employer representative, unless circumstances preclude the

employee, or someone in the employee's behalf, from giving such notice,

- e) does not actively work for the employer for twelve (12) months for any reason except military service, approved Union or medical leave of absence, or duty disability leave,
- f) is on layoff for more than twelve (12) consecutive months where the employee has less than five (5) years of service at the time the layoff began.
- g) is on layoff for more than two (2) years if the employee has five (5) years of service or more at the time the layoff began.

Section 12.5 - Layoff/Recall

A. Layoff

(1) Notice

The Union and employees (except probationary employees with less than ninety (90) days of service) shall be provided with at least 45 days advance notice of a layoff made in connection with the annual budget process, or 30 days in all other cases, except in emergencies beyond the control of the Employer, in which event, such notice shall be given as soon as reasonably possible after the Employer knows. Such notice shall contain the name, position classification, department, work location, if available in the Employer's records, and seniority date of each employee scheduled to be laid off. It is understood by the parties that although the Employer will make all reasonable efforts to notify affected employees of an impending lay-off within the times set forth above, employees, not in the initial group targeted for lay-off may not, due to unanticipated bumping always receive actual notice of lay-

off until after the passage of said time periods. In such cases, the Employer will provide as much notice to those employees as is reasonably feasible under the circumstances, but in no event less than fourteen (14) days. The Employer's current practice of meeting with the Union in anticipation of a layoff to discuss matters relating to the layoff, and to provide information as to the need for the layoff, bumping rights of employees and available vacancies, will be continued.

(2) Order of Layoff

The least senior employee in the affected job classification in the department shall be laid off first, provided the ability to perform the work and the employee's job performance are relatively equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's continuous service for the Employer regardless of job title or department.

Seasonal, provisional, emergency and temporary employees shall be terminated prior to any other employees being laid off.

(3) Options for Employees Subject to Layoff

For purposes of this Section, an employee shall be considered as "subject to layoff" as soon as that employee is scheduled to be laid off, or removed from his/her position classification. Employees subject to layoff shall be given at least a twenty-four (24) hour period to respond from the time the Employer informs them of all options available to them regarding filling vacancies or

bumping, except for those employees placed in equal graded vacancies within their Department as provided in Section 3(a) below. In the event that multiple layoffs occur, or are scheduled to occur, pursuant to the notice provided in Section 12.5A(1) above, the Employer shall group affected employees by seniority order in each pay grade. Thereafter, employees shall exercise their options in seniority order beginning with the highest pay grade.

(a) Vacancies in the Department

An employee subject to layoff shall be placed in an equal graded classification, in the department, which the Employer has deemed vacant, in lieu of layoff, provided the said employee has the then present ability to perform the required work without further training. Said offers shall be by City-wide seniority.

(b) Transfer in Lieu of Layoff

All employees subject to layoff who are not placed in equal-graded available vacancies within their own Department shall be listed in seniority order and shall be offered the opportunity either to bump another employee as provided in subparagraph (c) or (d) below, or to fill a position which has been declared vacant as of the date of the layoff in an equal or lower graded AFSCME bargaining unit classification in any department prior to selecting a bidder or hiring a new employee from outside an AFSCME bargaining unit

classification. The employee shall be awarded said position if the employee has the then present ability to perform the required work without further training. An employee who has elected to fill a vacant position or bump shall have no further right to fill a job declared vacant after the employee has accepted a position, whether by transfer or bumping, under this paragraph. In the event that an employee accepts a vacant position in a different department, the Employer will afford the employee an evaluation period of up to sixty (60) days, which may be extended an additional thirty (30) days by agreement of the parties, to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe, that the employee cannot perform the job, the employee shall be placed on layoff and shall have no further rights to bump or fill other vacancies prior to being laid off.

(c) Avant Job Family Series Bumping'

An employee subject to layoff, by seniority, may bump the least senior employee in the next lower classification in the Avant job family series in the Department, (as per Appendix A hereto), or if none, the second lower classification in the job family series in the Department, provided the employee who is bumping has the then present ability to perform the required work without further training.

2/ In memory of Jacqueline Avant (1949-1995).

(d) Bumping Into a Previously Held Title

Employees who cannot bump into their job family series, may bump into the title in their current Department in which they most recently held career service status in their current Department, even if not in their job family series or, if none, in any other title within their current Department which they held for one (1) or more years within their current Department, even if not in their job family series, provided the employee who is bumping has the then present ability to perform the required work without further training.

(e) 80% Rule

Employees who are laid off because 80% or more of all the positions in their Departments are eliminated may have the bumping rights of Section 12.5 in other Departments. These employees will have preference in filling vacancies for equal or lower graded positions in other departments, provided the employee has the then present ability to perform the required work without further training.

(f) One Bump

A laid off employee shall be entitled to only one bump.

(4) Rate of Pay

Employees who take a position in the same pay grade shall be paid the same rate of pay of their former position. Employees who voluntarily transfer or bump to avoid layoff shall be paid the rate of the job being performed, i.e., the same step in the pay grade

for said job as the employee had been on in his/her previous job classification. Employees who voluntarily transfer to a lower graded job to avoid layoff, or who exercise bumping rights pursuant to Section 12.5A(3) due to the absence of an available vacancy into which they can transfer or where the available vacancy has a pay grade that is less than the job in to which the employee can bump, shall be paid the step in the pay grade for that job which is nearest to, but less than, the rate of pay the employee has received in his/her previous job classification, provided that no employee shall be placed in a step which exceeds his/her continuous service with the Employer. Notwithstanding the foregoing, an employee who was promoted to a higher graded position not more than one (1) year before being laid off, and who, as the result of a layoff, thereafter occupies a job classification equal to or lower than the job classification occupied prior to being promoted, shall be paid the grade for the job into which he/she transferred or bumped and shall be placed on a step no lower than the step in grade the employee would be on had the employee remained in the job classification from which the employee was last promoted before the layoff. In no event will an employee receive a pay increase by operation of this provision.

B. Recall

(1) Recall by Seniority

Employees laid off onto the street or who transfer or who are reduced in pay grade by virtue of bumping or voluntary transfer to avoid layoff shall be recalled by seniority, in accordance with the following provisions, provided the employee has the then present ability to perform the required work without further training.

(2) Recall Rights

(a) If the Employer declares a vacancy in the position from which the employee was laid off, the employee shall always retain recall rights to that position subject only to the break-in-service provisions of Section 12.4 above, and the forfeiture of recall rights provisions in Section 12.5(B)(2)(d) below.

(b) An employee who is laid off "onto the street" shall be recalled by seniority to an equal or lower rated position declared vacant by the Employer in their job family series within their Department, provided the employee has the then present ability to do the job without further training. Employees who have been recalled from the "street", transferred or reduced in pay by virtue of bumping or voluntary transfer to avoid layoff, and who have the present ability to do the job without further training, shall have recall rights to one equal or lower-graded job in their job family series, in the Department from which the employee was laid off,

which is higher graded than the job into which they bumped or transferred, or to which they were recalled from the "street", for a period of two (2) years following their initial layoff. In either case, if the employee does not have the present ability to perform the job, the employee shall be returned to the recall list and be subject to further recall in accordance with this paragraph. An employee who is then currently employed by the Employer, and who fails to accept recall to an equal or lower graded job as provided in this Section, shall have only those recall rights provided in Section 12.5(B)(2)(a) above.

(c) In the event the Employer declares a vacancy in an equal or lower rated position in the employee's job family series in another Department, and if there are no employees within that Department entitled to recall under paragraph (b) above, an employee laid off "onto the street" shall be recalled by seniority to such position provided the employee has the then present ability to do the job without further training. The employer will afford the employee an evaluation period of up to sixty (60) days to demonstrate that he/she can perform the job. If the Employer, based on the employee's job performance at any time during that period, has just cause to believe that the employee cannot perform the job, the employee shall be returned to the recall list and be subject to

further recall in accordance with this paragraph. Employees who have been transferred or reduced in pay by virtue of bumping or voluntary transfer to avoid layoff shall have no recall rights to positions in another department.

(d) A laid off employee who refuses delivery of a notice of recall, or who fails to respond within three (3) days of receipt of a recall notice, or who, upon acceptance, fails to report to work within five (5) days of the date the employee is directed in the recall notice to report to work shall forfeit all recall rights available under this Section and, if he/she is "on the street", shall have a break-in-service, unless the employee provides good cause acceptable to the Employer for not reporting. Acceptance shall not unreasonably be denied.

(e) If the Employer is provided with good cause by the employee to delay recall, and the Employer cannot reasonably delay the employee's recall, the Employer may recall the next eligible employee and the employee who had said good cause for not timely reporting shall remain on layoff until the next recall, subject to the break-in-service provisions of Section 12.4 above.

(f) Notices of recall shall be sent by the Employer by regular U.S. mail and by certified mail, return receipt requested to the last known address of the employee. An employee on layoff is obliged to keep the Employer

apprised by written notice of any changes to the employee's current address in order to facilitate recall.

C. Ability to Perform Job

In determining whether an employee has the then present ability to perform the required work without further training, the employee shall first be provided with a reasonable amount of orientation.

D. Retention of Seniority

Employees shall retain and accumulate seniority and continuous service while on layoff.

E. Right to Bid

Laid off employees retain full bidding rights under Section 12.7 subject to the break-in-service provisions of Section 12.4, and the forfeiture of recall rights in this Section. Employees who successfully bid on new positions shall be considered to have completed all rights to recall under Section 12.5 of this Agreement, except such recall rights set forth in Section 12.5(B)(2)(a) above.

Section 12.6 - BALANCING THE WORKFORCE

Prior to taking any action pursuant to this Section, the Employer will notify the Union of its intention to balance the workforce and, upon request, shall meet with the Union prior to taking any action. The Employer's movement of employees from one location, shift, or day off schedule to another, which would otherwise be considered the filling of a permanent vacancy, shall not be deemed a permanent vacancy if there is not a net increase in

the number of employees in the affected classification(s) in the affected location, shifts, or day off schedule.

If the Employer intends to reduce the number of employees in a job classification at a location, shift, or day off schedule and reassign them to another location, shift, or day off schedule, the Employer shall seek volunteers among the employees in the affected job classification, provided that the volunteers have the then present ability to perform the work required without further training.

If there are more volunteers than there are assignments, such reassignments shall be made on the basis of seniority. If there are insufficient volunteers available, the Employer shall reassign employees using reverse seniority, provided that the employees have the then present ability to perform the required work.

An employee being reassigned under this provision may file a transfer request under Article 12.7(b) to return to his/her original location, shift, or day off schedule. Said request must be made within sixty (60) days of reassignment, and shall be valid for period of eighteen (18) months after date of reassignment, and shall have preference over all other transfer requests for the original location, shift, or day off schedule.

Within twenty-one (21) calendar days of a reassignment, the Union shall be notified of the name of any employee who is being reassigned, the effective date of the reassignment, and the location, shift, and day off schedule from and to which the employee is being reassigned.

The provisions of this Section 12.6 do not apply to detailing implemented in accordance with Section 12.8 of this Agreement.

Section 12.7 - Filling of Permanent Vacancies

- (a) The Employer shall determine if there is a permanent vacancy to be filled and at any time before said vacancy is filled whether or not said vacancy shall be filled.
- (b) Employees within a department who desire a change in shift, day(s) off or location of their job assignment shall request such change in writing on the Employer's form at any time for the remainder of the calendar year. In the case of new jobs (i.e., those jobs not occupied within the Department during the preceding calendar year), the Department will identify the position on the posting as a new job and will accept transfer requests during the first seven (7) calendar days that the job is posted. Each Department will provide the Union on a monthly basis with a list of those employees who have requested transfers within their Department.
- (c) When filling a vacancy, the Employer shall select the most senior employee in the job classification in the department who has such a request on file prior to any notice of posting being sent to the Union, provided the employee has the present ability to perform the required work without further training after a reasonable amount of orientation. The Employer shall give the Union a list

of newly transferred employees by department once a month.

- (d) When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, the Employer shall select the employee in the job classification in the department from the recall or reinstatement list, if any, in accordance with the recall procedures in this Agreement.
- (e) When filling a vacancy and there are no said employees who have requests on file prior to any notice of posting being sent to the Union, and there are no eligible employees on said recall or reinstatement lists, the Employer shall post the job for bidding.
- (f) Employees may bid on jobs the Employer determines to be permanently vacant for promotion or transfer to lower-rated or equal-rated jobs. Notwithstanding the foregoing, and except for "new jobs" (i.e., those jobs not occupied within the Department during the preceding calendar year), an employee shall not be allowed to bid on his/her own classification within the employee's department. All applicants bidding on said jobs shall be considered as one group for selection purposes.
- (g) The posting of an Employer determined permanent vacancy shall be on bulletin boards at each Employer physical site in the Department and at other appropriate locations as determined by the Employer. Said vacancy shall be

posted for 14 days. The posting shall contain at least the following: job title, qualifications, days off, shift, hours, work location, if known, and rate of pay and shall include all additional duties and qualifications reasonably required to fulfill the needs of the Department for hiring into the particular position. The Union shall receive notice of such posting at least one (1) day prior to the opening of such posting.

- (h) All applicants for Employer determined permanent vacant jobs shall meet the minimum qualifications for the job in order to be considered for selection by the Employer. Should the department decide to rescind a posting, it shall so notify the Union within thirty (30) days of closing.

If the job is later reposted, previous bidders shall be considered for one (1) year from the date of the original bid.

- (i) Qualified employees shall be given an equal opportunity with other applicants to bid on jobs which are determined to be permanently vacant by the Employer. In making selections, the Employer shall give preference to employee applicants over non-employee applicants, unless the non-employee applicants have demonstrably greater skill and ability to fulfill the needs determined by the Employer.

If employees are selected, however, where employee applicants are relatively equally qualified to perform the work required, the Employer shall select the most senior employee (based on City-wide seniority) of those applying. Preference shall be given to applicants within the department. Employees who are laid off "onto the street" shall be given first preference when bidding for positions which are equal or lower-graded than the positions from which they were laid off, provided the employee indicates on the Employer's bid form that he/she has recall rights. Once an employee receives a job under the bid procedure, he/she shall receive no further bid preference under this subsection.

The Employer shall determine whether employees are "relatively equally qualified" based upon evidence of performance as shown on the employee's performance evaluations and any other evidence brought to the Employer's attention, experience, training, proven ability and similar criteria as they relate to the vacancy.

Should a Department decide that it wishes to promote the most senior employee in a job series in the Department on the eligibility list to an available vacancy in the next highest level of the same job series in the Department, then at the Department's option it may place the employee

majority of their time shall either have their position accredited to the unit or be placed in the proper classification within the unit. Nothing herein shall preclude the accretion of positions by mutual agreement or pursuant to the procedures of the ILLRB.

The Employer shall notify the Union prior to using positions designated in the budget for bargaining unit titles for titles outside the bargaining unit.

Nothing in this Section shall limit the Employer from subcontracting work to non-employees, except as this inherent right may be subject to specific limitations, if any, in this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 2.1 - Management Rights

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff for lack of work or for lack of funds; to hire, classify, transfer and assign work, promote, or recall; to make and enforce reasonable rules and regulations; to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of

in the vacancy without regard to the posting and bidding procedures set forth in Section 12.7 above. Prior to placing an employee in said position, the Department shall provide the Union with fourteen (14) calendar days written notice, and shall post a copy of said notice in the same place as bid notices. If the most senior employee(s) declines the vacancy in writing, the Department may utilize the provisions of this paragraph to fill the available vacancy by promoting the next most senior employee. For the purposes of this paragraph, it is understood that if the most senior employee in question is not on the eligibility list, the Department shall not utilize the provisions of this paragraph to fill the available vacancy.

Nothing herein shall require the Employer to interview less senior bidders for a vacancy if the Employer determines during the selection process that a more senior bidder should be awarded the vacancy.

- (j) Applicants who are not selected shall be so notified by the Department Head. A copy of the bid list, with seniority dates and the name of the successful bidder identified, shall be sent to the Union. A successful bidder may not bid for another Employer determined permanent vacancy for six (6) months.

- (k) During the bidding and/or selection process set forth in this Section, the Employer may temporarily fill said vacancy.
- (l) When an employee is deemed to have successfully filled a permanent vacancy and is reclassified to another position in a higher pay grade, such employee shall receive a pay increase of one (1) step, or the entrance rate for the new position, whichever is greater.
- (m) Nothing in this Agreement shall require the Employer to post for bid the following jobs. Rather, employees will be entitled to submit bids on a form provided by the Employer for these jobs at any time during a calendar year, which will be considered by the Employer pursuant to the provisions of Section 12.7 (h) and (i) at the time it fills said jobs. The Employer shall give the Union prior written notice of its intent to fill a vacancy in the classifications listed below. Bids for these jobs shall expire at the end of each calendar year:

- Airport Information Representative
- City Forester I
- Community Health Assistant I
- Curriculum Coordinator
- Data Entry Clerk
- Elderly Aide I
- Electrical Engineering Draftsman I
- Examiner of Public Chauffeur License

Film Inspector
Film Reviewer
Head Teacher
Hospital Aide
Junior Stenographer
Keypunch Operator
Laboratory Helper
Library Page
Mechanical Engineer II
Nurses Aide
Office Property Custodian
Park Naturalist
Pavilion Maintenance Aide
Physician
Principal Stenographer
Public Health Nutritionist I
Receptionist
Safety Specialist I
Senior Stenographer
Teacher PCC
Teletype Operator

- (n) The successful bidder for any jobs under this Section shall have an evaluation period, not to exceed sixty (60) days, which may be extended an additional thirty (30) days on agreement of the parties, to demonstrate that he/she can perform the job. If the Employer has just

cause based upon the employees job performance at any time during that period that the successful bidder cannot perform the job or if the successful bidder desires to return to his/her former job, then the successful bidder shall be returned to the job he/she held just prior to the awarding of the bid, displacing, if necessary, any employee who has been placed into said job.

Section 12.8 - Detailing

Detailing is the temporary transfer of an employee to a work assignment within his/her job classification geographically removed from the employee's normal work site, or physically removed from the employee's normal work site and requiring work of a substantially different nature from the employee's normal duties.

Employees shall not be detailed for more than thirty (30) days, unless the Employer gives notice to the Union of its need to do so and confers with the Union upon request. In any event, no such assignment may extend beyond ninety (90) days without the agreement of the parties.

The Employer shall notify the employees of the requirements for said detailing and shall seek volunteers among the employees who have the then present ability to perform the work required without further training. If there are more volunteers than there are assignments, selections shall be made on the basis of seniority. If there are insufficient volunteers, the Employer shall assign the detailing by inverse seniority, starting with the least senior first, and attempt to rotate such assignments within

each calendar year. The employee's supervisor may, within his/her discretion, accept an employee's refusal to be detailed, provided that such acceptance shall not be unreasonably denied.

Thirty (30) days' advance notice of detailing shall be given to the employees if the need to detail is known; otherwise, as soon as reasonably possible.

Section 12.9 - Acting In A Higher-Rated Job

An employee who is directed to and does perform, or who is held accountable for, substantially all of the duties and responsibilities of a higher-rated bargaining unit job for five (5) working days shall be paid at the higher rate for all such time, retroactive to the first day of the assignment. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the then present ability to do the job without further training. Should the Employer assign an employee to a position outside of the bargaining unit, the employee shall have the right to refuse to perform the assignment without discipline.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. An employee temporarily assigned to a lower or equal-rated job shall continue to receive his/her regular rate of pay.

The time limits for such assignments to higher-rated jobs shall be ninety (90) days, except where a regular incumbent is on leave of absence, in which case it shall be six (6) months. The time limits may be extended by mutual agreement of the parties.

These time limits shall also apply to assignments to lower or equal rated jobs.

The Employer shall not rotate employees in order to circumvent the payment provision of this section.

If the Employer continues to require the performance of the duties of the higher-rated job beyond the time limits herein, the Employer shall post and fill the job as a permanent vacancy under this Agreement. If the employee who has been paid for acting in a higher-rated job also is the successful bidder when the job is posted as a permanent vacancy, the said employee's seniority date for purposes of longevity pay increases shall be the date the employee initially was paid for acting in the higher-rated job, provided the employee had continued to perform in the higher-rated job without interruption.

If a job audit by the Employer results in a finding that the employee has been acting in a higher-rated job, the job shall be filled as a permanent vacancy and the provisions of Section 12.7 of this Agreement (Filling of Permanent Vacancies) shall apply. If the employee so audited is not selected for the position, the employee shall be assigned a position in his/her current classification, provided such a position is then available within the department. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the

department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply.

If a job audit by the Employer results in a finding that the employee has been acting in a lower-rated or equal rated job, the employee shall have the option of remaining in said job or be assigned a position in his/her current classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. If such a position is not available, the employee may bump the least senior employee in his/her current classification within the department provided the employee has the then present ability to perform the work required without further training. If the employee is the least senior employee in the classification, the employee shall be assigned to a position in an equal-rated classification within the department provided such a position has been determined to be vacant by the Employer and the employee has the then present ability to perform the work required without further training. The filling of said vacancy shall occur without regard to the bidding and transfer provisions of Section 12.7 of

this Agreement. If no such vacancy exists within the Department, the employee shall be treated as if he/she were subject to layoff from the pre-audit classification and the provisions of Section 12.5 of this Agreement (Layoff/Recall) shall apply. The results of any desk audit conducted shall be made known within thirty (30) days of completion.

Section 12.10 - Probationary Employees

New employees will be regarded as probationary employees for the first six (6) months of their employment and will receive no seniority or continuous service credit during such probationary period. Any period of absence from work in excess of ten (10) working days shall extend the probationary period of time equal to the absence. Probationary employees continuing in the service of the Employer after 6 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged, as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedure, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served ninety (90) days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served ninety (90) days or more of his/her

probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break-in-service under Section 12.4 of this Agreement.

Probationary employees shall not be eligible for dental or vision insurance but shall receive all other fringe benefits under this Agreement. Probationary employees shall be compensated at the same rate as career service employees.

ARTICLE 13 - JOB CLASSIFICATIONS

Section 13.1 - New or Merged Job Classifications

The Employer shall promptly notify the Union of its decision to (1) establish a new job classification arguably within the unit or (2) merge job classifications if at least one is within a unit.

Upon request of the Union, the Employer shall meet and discuss the pay grade/rate and placement within the Employer's promotional lines, as established by the Employer, for the new or merged classification.

If there is an unresolved dispute between the Employer and the Union concerning the unit placement of a new or merged job classification, the Union shall submit the issue to the Illinois Local Labor Relations Board for final resolution. If the parties agree that a proposed new classification is a successor title to a classification covered by this Agreement, or contains a significant part of the work currently performed by bargaining unit classifications, or that the new classification has similar

functions or otherwise shares a community of interest with bargaining unit classifications, they shall jointly stipulate to a unit clarification. Any incumbents who are currently members of the bargaining unit as of the date of the creation of the title shall continue to be covered by this Agreement pending approval by the Labor Board provided that the Union shall file such a petition within six (6) months of receiving notice from the Employer of the creation of the title.

If the Union objects to the Employer's established pay grade/rate, it may appeal the Employer's decision within thirty (30) days after said meeting to Step IV of the grievance procedure. The Employer's decision of a new or merged job's placement within the Employer's promotional lines shall not be subject to arbitration, except if the Employer's decision is arbitrary or capricious.

The arbitrator shall review the Employer's decision as to the pay grade/rate of the job duties, by comparing it to the responsibilities and working conditions of other like, or if none, similar jobs within the unit and the labor market generally, provided that the sole issue for the arbitrator shall be whether or not the Employer's decision was reasonable in light of the said factors. If the arbitrator determines that the Employer was reasonable in light of said factors, he/she shall not overturn the Employer's decision. The pay grade/rate established by the Employer shall remain in effect pending the arbitrator's decision. If the arbitrator's decision is to increase the pay grade/rate for the

classification, said increase shall be applied retroactively to the date the job was established.

Section 13.2 - Abolition of Job Classifications

The Employer may abolish a job classification. The Employer shall promptly notify the Union of its decision to abolish any job classification in a bargaining unit covered by this Agreement. The Employer, upon request, shall meet and negotiate with the Union concerning the impact on employees resulting therefrom. "Negotiate", as referred to in this Agreement, shall be as defined in Section 7 of the Illinois Public Labor Relations Act.

Section 13.3 - Changes in Job Specifications

The Employer shall continue its practice of notifying the Union of its intent to modify existing job specifications. Upon request by the Union, the Employer will meet with the Union and discuss the intended modifications and, upon request, will negotiate with the Union concerning the impact of such modifications upon employees resulting therefrom. "Negotiate" as referred to in this Agreement shall be defined in Section 7 of the Illinois Public Labor Relations Act.

ARTICLE 14 - PERSONNEL RECORDS, FORMS AND FILES

Section 14.1 - Employee Files

(a) File Inspection

The Employer's personnel files and disciplinary history files relating to any employee, upon reasonable advance notice, shall be open and available for inspection by the affected employee, and/or,

if authorized by the employee, a Union representative, during regular business hours, except for information that is excluded by current ordinance as of the date of ratification of this Agreement by the City Council or by law. Nothing herein shall prevent the employee from exercising the employee's statutory rights to inspect a document. Upon request of the Union, the Employer will make available disciplinary records which are relevant to the Union's right to process grievances and administer this Agreement.

(b) Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection shall not be used in any manner or any forum adverse to the employee's interests.

(c) Employee Notification

A copy of any disciplinary action or material relating to employee performance shall be placed in one personnel file of an employee and shall be given to the employee, who shall note receipt thereof. An employee may have placed in his/her personnel file a rebuttal to anything placed in his/her personnel file.

(d) Use and Destruction of File Material

(i.) Police Department

Disciplinary Investigation Files, other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either Civil or Criminal Court litigation prior to the expiration of the five (5) year period. In such

instances, the Complaint Register case files normally will be destroyed five (5) years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

(ii.) All Departments

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained, shall be removed from the personnel files.

Any record of discipline, including counseling and disciplinary investigation files in the Police Department, may be used for a period of time not to exceed eighteen (18) months and shall thereafter not be used to support or as evidence of adverse employment action under this Agreement, unless a pattern of sustained infraction exists for the offense in question.

Section 14.2 - Forms

(a) Undated Forms

No Employer representative shall demand or request that an employee sign an undated resignation or other blank form. No employee shall be required to sign such a form. Any such request shall entitle the employee to immediate appeal to the grievance procedure.

(b) Incomplete Forms

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position, or condition of employment. Any employee required to sign any form shall be

given a copy of the form at the time the employee's signature is affixed.

(c) Records

All public records of the Employer shall be available for inspection upon request of the Union.

Section 14.3 - Performance Evaluations

As part of the evaluation process, an employee's supervisor shall discuss the evaluation with the employee and give him/her the reasons for such evaluation and an opportunity to clarify or rebut his/her evaluation.

An employee's signature will indicate only that he/she has seen the evaluation.

The evaluation form shall state that it is the employee's right to place a rebuttal in his/her file if the employee so chooses.

It is the policy of the Employer to provide notice to employees reasonably in advance of a scheduled merit step increase if the employee's performance has been unsatisfactory and that the employee may not receive the step increase if his/her performance does not improve.

Section 14.4 - Polygraph

The Employer shall not require an employee to take a polygraph examination if such request is illegal.

If an employee is asked to take a polygraph examination, he/she will be advised in writing twenty-four (24) hours prior to the administration of the examination of any questions for which

the City will request an answer, except in emergencies where said twenty-four (24) hour notice cannot be given, in which event as much reasonable notice as possible shall be given.

The results of a polygraph examination shall not be used against an employee.

The results of any polygraph examination shall be made known to the employee within one (1) week.

ARTICLE 15 - INFORMATION TO UNIONS

Section 15.1 - Personnel Transactions

The Employer shall monthly notify the Union in writing as to the following personnel transactions involving unit employees within each department, with work locations, if available in the Employer's records: new hires, promotions, bid numbers, if such are used, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirements, resignations, discharges and any other information mutually agreed to by the parties. Each 60 days the Employer shall furnish the Union with a seniority roster which shall include the employee's classification, department, seniority date, home address and Social Security Number.

Section 15.2 - Computer Tapes

Computer tapes with information otherwise available to the Union shall be provided the Union by the Employer.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

SECTION 16.1 - Work Week

The work week shall begin at 12:00 A.M. Sunday and end at 11:59 P.M. the following Saturday. The normal work week consists of five consecutive workdays, Monday through Friday.

Section 16.2 - Workday

The workday shall commence from the employee's scheduled starting time. The normal workday shall be eight (8) consecutive hours, including a one (1) hour unpaid lunch period, except at the Chicago Public Library, where the normal workday shall be eight and one-half consecutive hours, including a one (1) hour unpaid lunch period.

Section 16.3 - Current Schedules

All currently established schedules, including but not limited to rotating schedules, non-consecutive work day schedules, and three and four day work day schedules shall remain in effect. The Employer shall develop a work schedule questionnaire to be completed by each Department. The Employer shall provide a copy of each response received to the Union within sixty (60) days of the Union's ratification of this Agreement.

Section 16.4 - Changes in Schedules

Prior to changing a work schedule, the Employer shall give the Union reasonable advance notice and, upon request, meet with the Union to discuss the proposed changes.

Section 16.5 - No Guarantee or Limitation

Nothing in this Agreement shall be construed as a guarantee or limitation on the number of hours to be worked per day or per week or for any other period of time.

Section 16.6 - Overtime

All work performed in excess of 40 hours worked per week; or in excess of eight (8) hours worked per day where the employee has (40) hours of work or excused absences; or on Saturday as such, when Saturday is not part of the employee's regular work week; or on the sixth consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight-time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular work week; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Work performed between 35 and 40 hours worked per week, which is not covered above, shall be compensated at straight time in the form of compensatory time. Employees may elect compensatory time in lieu of pay for approved overtime for work in excess of (40) hours worked in a week. Subject to the requirements of applicable law, any such earned compensatory time may not be accumulated in excess of 240 hours.

It is further agreed that employees who work a 6-2 or similar schedule, shall not be entitled to overtime or premium pay for work during their regularly scheduled work hours on their regularly scheduled work day. Such employees who are required to work on their regularly scheduled day(s) off shall be entitled to premium

pay, either one and one-half or two times the regular hourly rate of pay, or at the employee's option the employee shall be credited with compensatory time at the 1 ½ or 2 X rate, as appropriate.

Employees defined as exempt in the Fair Labor Standards Act (Executive, Administrative, Professional, etc.) shall not be eligible for overtime compensation under this Section. However, such employees shall be given compensatory time on an hour for hour basis for all overtime worked. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 16.7 - Overtime Procedure

(a) Overtime shall be offered first to the employee performing the job and thereafter by seniority to the most senior employee in the classification at the work location being given the opportunity to work, provided the employee has the then present ability to perform the required work without further training. A reasonable amount of overtime shall be a condition of continued employment, provided however, that in the event such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

(b) Employees in the job classification at the work location who have been given the option to work the overtime, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime until all employees in the classification at the work location have been reasonably afforded the opportunity to work said overtime.

(c) Employer records on overtime rotation shall be made available to the Union upon request.

Section 16.8 - Reporting Pay

When salaried employees report for work, where the employee has not been told at least three (3) hours prior to the employee's starting time not to report for work, and are unable to start work, they shall not suffer any loss of pay provided they remain on the premises ready to work, except for reasons beyond the Employer's control.

Section 16.9 - Call In Pay

Employees called for work outside their regular working hours shall receive not less than four (4) hours of pay at their regular straight time or overtime hourly rate, whichever is applicable under this Agreement, except for reasons beyond the Employer's control.

Section 16.10 - Standby

Where the Employer requires an employee to remain on standby, available for work, and the employee is not able to come and go as he/she pleases, such time shall be paid as time worked.

An employee on non-compensable standby shall not be disciplined or otherwise have his/her work record adversely affected if he/she is not available for work upon being called.

Section 16.11 - Use of Compensatory Time

An employee shall use his/her compensatory time within ninety (90) days after it is earned. If, however, an employee's request to use said comp time is denied by the Employer, he or she may

continue to carry such time for up to one year, whereupon the employee may ask for liquidation of said comp time in cash, or may, subject to the approval of the Employer, continue to carry over such comp time.

Section 16.12 - Flexible Time

An employee may request a flexible hour or compressed work week schedule, which may be granted at the discretion of the Department Head. If operational needs permit the granting of some, but not all such requests, priority shall be given to the employee who the Union finds has the greatest personal need.

ARTICLE 17 - REQUIRED UNIFORMS

All uniforms, including laboratory coats and other like special apparel, required by the Employer to be worn by employees shall be supplied without charge to any employees. The parties agree that all employees in the position of Property Custodian, Property Custodian Supervisor, and Police Aide will receive a yearly uniform allowance of \$250.

ARTICLE 18 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 18.1 - Instruction and Training

(a) Rules and procedures regarding tuition reimbursement shall be described in EXHIBIT H attached, which by reference is made part of this Agreement.

(b) Employees shall be granted reasonable amounts of leave without loss of pay to attend professional meetings which the Employer determines are related to their employment with the City,

unless an employee absence would interfere with the operating needs of the Employer. Such requests shall not be unreasonably denied.

(c) Employees may, with the written consent of the Department Head or his/her designee, adjust employee's schedule to permit attendance at courses of instruction. Such consent shall not be unreasonably denied.

(d) Employees required by the Employer to attend training courses or seminars shall have time in attendance at such meetings paid at the appropriate rate of pay and shall be reimbursed for costs incurred by such attendance, subject to the cost reimbursement rules of the Employer. The Employer may request proof of attendance and the costs incurred. Training courses or seminars to meet Federal, State or County mandated professional requirements shall not be covered under this section, except that current practice as to paid time and course reimbursement for courses or seminars to meet Federal, State or County professional standards shall not be diminished during the term of this Agreement.

Section 18.2 - Upward Mobility Program

The City of Chicago and AFSCME are committed to improving career advancement opportunities for all employees. To that end, the parties will form an Advisory Committee comprised of six bargaining unit employees and Union staff selected by the Union and up to an equal number of representatives selected by the Employer which shall be responsible for making recommendations, which the parties upon mutual agreement may adopt, as to how employees can

develop necessary skills and abilities to enable them to qualify for promotional opportunities within and outside of the bargaining unit. The Advisory Committee's role may include, but shall not be limited to, recommending specific educational or training programs and suggesting how the Employer's existing tuition reimbursement program can be better utilized by employees to enhance promotional opportunities.

ARTICLE 19 - HEALTH AND SAFETY

Section 19.1 - General Duty

The Employer shall continue its efforts to provide for a safe working environment for its employees as is legally required by Federal and State laws.

Section 19.2 - Limitation

It is agreed that grievances alleging violation of Section 1 of this Article may be processed through Step III of the Grievance Procedure of this Agreement and shall not be subject to arbitration.

Section 19.3 - Video Display Terminals (VDT)

VDT work stations, as they are added or replaced within the discretion of the Employer, shall contain glare screens, chairs with adjustable heights and back rests, foot rests and adjustable tables for holding keyboards. Pregnant employees and employees who are nursing who normally operate VDTs shall, upon request, be given a different assignment, during their pregnancy or nursing, if one is available, where they have the then present ability to perform

the required duties without further training. Such assignment shall be considered a detail under this Agreement.

Section 19.4 - Rehabilitation

The Employer shall make aware and offer referral for diagnosis and treatment to employees experiencing alcohol, drug or emotional problems to the extent it has the manpower resources to do so.

ARTICLE 20 - DISCIPLINE AND PREDISCIPLINARY PROCEDURES

(a) Suspensions over thirty (30) days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules. An employee may be discharged for just cause before the Personnel or Police Board hearing, provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with said Board's rules. An employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any interrogation or hearings. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both.

In the event that an employee is terminated and has pending an arbitration hearing on a suspension which is related to the merits of the discharge (e.g., progressive discipline on an absenteeism violation), the parties will agree to continue the Personnel/Police Board hearing on the discharge until the decision by the arbitrator on the suspension is issued. The parties will also agree to expedite the arbitration hearing and decision on the suspension so as not to unduly delay the Personnel/Police Board hearing.

(b) It is the policy of the Employer that discipline administered by it shall be corrective and progressive where appropriate. Consistent with this policy, the Employer within its discretion may determine whether disciplinary action should be an oral warning, written reprimand, suspension (up to 30 days) or discharge, depending upon various factors, such as, but not limited to, the severity of the offense or the employee's prior record. Such discipline shall be administered as soon as practical after the Employer has had a reasonable opportunity to fully investigate the matter.

In cases of oral warnings, the employee's immediate supervisor or senior supervisor in the employee's chain of command shall inform the employee that he/she is receiving an oral warning and the reasons therefore. For discipline other than oral warnings, the employee's immediate supervisor or senior supervisor in the employee's chain of command shall meet with the employee and notify him/her of the accusations against the employee and give the employee an opportunity to answer said accusations. Specifically, the supervisor shall tell the employee of the names of witnesses, if any, and make available copies of pertinent documents the employee or Union is legally entitled to receive, to the extent then known and available. If the employee requests the presence of a Union representative at a meeting, one will be provided, if conveniently available, who shall be given the opportunity, if the employee requests, to rebut the discipline and request further pertinent information.

The Employer will notify the relevant local Union at the time the Employer notifies the employee that such meeting will be held.

The Employer shall not have to unreasonably defer or avoid its intended disciplinary action because of the unavailability of an employee representative, taking all of the circumstances into account. The Employer is not obligated to meet with the employee prior to taking disciplinary action where the employee is unavailable or in emergency situations. The Employers's failure to satisfy this Article 20(b) shall not in and of itself result in a reversal of the Employer's disciplinary action or cause the employer to pay back pay to the employee.

In the event disciplinary action is taken, the employee and the Union shall be given, in writing, a statement of the reasons therefor. The employee shall initial a copy, noting receipt only, which shall be placed in the employees file.

In the Department of Police, the predisciplinary procedures provided for in the preceding paragraph may be performed by the employee's immediate supervisor, senior supervisor in the chain of command, any investigator who participated in the investigation or the investigator's supervisor.

(c) Conduct of Disciplinary Investigations. Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

- A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.
- B. The interview, depending upon the allegation, will take place at the employee's location of assignment, normal department location or other appropriate location, but not at a police station.
- C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.
- D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
- E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.
- F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee's

administrative rights, or the imposition of discipline in accordance therewith.

- G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.
- H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.
- I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time

and the Employer does not have the interview unduly delayed.

- J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.
- K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.
- L. This section shall not apply to employee witnesses.
- M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.
- N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section

shall be heard in connection with, and in the same forum as, grievances which protest said disciplinary action.

- O. Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.

Should during the life of this Agreement the City Council enact an ordinance which transfers the investigative authority of the Inspector General to another City Department or agency, the provisions of this Section shall be deemed to be applicable to that Department or agency.

ARTICLE 21 GRIEVANCE AND ARBITRATION

(a) Matters which are management rights, except as expressly abridged by a specific provision of this Agreement, and disciplinary action of suspensions of over thirty (30) days and discharges shall be excluded from this grievance procedure.

(b) A difference, complaint or dispute (hereinafter called a grievance) between the Employer and the Union or any of the employees of the Employer it represents, arising out of the circumstances or conditions of employment, shall be exclusively settled in the following manner and there shall be no strikes, slowdowns, or work stoppages during the life of this Agreement.

(c) The Union and the Employer agree that all grievances should be resolved expeditiously at the lowest practical level of

the grievance procedure. Therefore, the parties agree that, at all steps of the grievance procedure, Union and Employer representatives shall be vested with sufficient authority, shall engage in meaningful discussion, and shall make a good faith attempt to resolve all grievances which are pending at their level.

(d) The Union and the Employer agree that, in order to further their mutual goal of resolving grievances at the lowest practical level, sharing of relevant information is required. For that reason, the parties recognize the obligation of their representatives at each level of the grievance procedure to provide information that is available or reasonably obtainable in a timely manner.

Section - 21.1 Grievance Procedures

It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Before a formal grievance is initiated at Step I, the employee and/or the Union may discuss the matter with the employee's immediate supervisor. A steward may be present at such discussion. If the problem is not resolved in discussion, the following procedure shall be used to adjust grievances.

Step I

- A. The employee and/or the Union shall raise the grievance in writing within 15 calendar days of having knowledge of the event which gives rise to the grievance.
- B. The immediate supervisor will render his/her decision to the employee and the Union in writing within five (5) calendar days after the grievance is presented.

Step II

- A. If the grievance is not settled at the first Step, the Union representative and/or the employee shall have the right to make an appeal in writing on a mutually agreed upon form to the Department Head's designee, a senior supervisor, within 10 calendar days after the date of the decision by the immediate supervisor, or the date such answer was due. The name of the senior supervisor who is the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union.
- B. The Department Head's designee will notify the employee in writing with a copy to the Union of his/her decision on the grievance form within 7 calendar days of receipt of the Step II appeal form.

Step III

- A. If the grievance is not settled in Step II, the Union or the employee may appeal in writing to the Department Head

within 10 calendar days of receipt of the senior supervisor's decision, or the date such answer was due.

B. The Department Head or his/her designee shall meet with the Union in an effort to resolve all pending grievances. The frequency and duration of Department level meetings shall be dictated by the number of grievances pending, but such meetings shall be convened at least every thirty (30) calendar days, or more frequently as the parties may mutually agree. All pending grievances shall be discussed. After a grievance has been discussed at a Step III meeting, either party may place the grievance on hold status. There shall be only one hold per grievance and any deviation from this shall be on a case by case basis, following mutual consultation and agreement. The grievance shall be resolved or denied and said resolution or denial shall be committed to writing within seven (7) calendar days of the resolution meeting.

C. If an arbitrable dispute is not settled at the third step, either the Union or the Employer shall notify the other in writing within 30 calendar days of receipt of the Step III decision, that it requests final and binding arbitration of its grievance. The Union or the Employer, but not an individual employee or employees, may submit an unresolved arbitrable dispute to arbitration by serving a written request to arbitrate. Written notifications from the Union shall be sent to designated

representatives of both the affected Department and the Department of Law. Written notifications from the Employer shall be sent to designated representatives of both the affected Local Union(s) and Council 31.

Step IV

- A. If the matter is not settled in Step III, the following procedures shall apply. On or before the last work day of each month, at a time and place agreed to by the parties, a designated representative of the Employer and staff representative(s) of the Union shall meet for the sole purpose of selecting arbitrators for all outstanding arbitration requests and deciding whether or not a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct the hearing within a period of not more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days, and the parties do not otherwise agree to a longer period, the next panel member in rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- (a) the hearing shall be informal;
- (b) no briefs shall be filed or transcripts made;
- (c) there shall be no formal rules of evidence;
- (d) the hearing shall normally be completed within one day;
- (e) the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within seven (7) calendar days after conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision by the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

- B. A rotating Roster of Arbitrators shall be used by the parties. The Employer and the Union will select a roster of twelve (12) arbitrators. All arbitrators shall be selected by mutual agreement. Arbitrators will advise the parties of their fees and expenses prior to selection

and will be expected to charge such fees and expenses. The fee and expenses of the arbitrator shall be shared equally. In the event of a cancellation or postponement of a scheduled arbitration if notification of such postponement is given with seven (7) or more calendar days notice, any cancellation fees shall be shared equally by the parties. In the event notice is given within less than seven (7) days notice, the canceling party shall bear the entire fee. In the event of a settlement, the parties shall share any fees equally. The cost of a transcript and court reporter shall be shared if both parties order copies of the transcript. In the event only one party orders a copy, that party shall bear the entire cost of the transcript and court reporter.

The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. Each party shall be responsible for compensating its own representatives and witnesses. Immediately upon selection of an arbitrator, the parties shall notify the arbitrator of his or her appointment, and schedule dates for a hearing. Arbitrators shall conduct a hearing within ninety (90) days of notice that a grievance is ready for arbitration unless the parties agree to a longer period, and submit their decision within thirty (30) days following such hearing.

C. The Roster of Arbitrators will be listed in alphabetical order on a list retained by both the Employer and the Union. Upon a Step IV request for arbitration, arbitrators will be designated by the parties in alphabetical rotating order and subsequently contacted to obtain the arbitrator's commitment to arbitrate the respective grievance within the stated time limit within seven (7) days from the date the grievances are submitted to the arbitration process. If an arbitrator is not available to hear a case, the next arbitrator in rotating alphabetical order will be chosen. The parties may mutually agree not to use a particular arbitrator for a specific case, or to select an arbitrator who is not on the roster.

The parties may agree to submit more than one (1) grievance to a selected arbitrator. Every year each party has the unilateral right to remove up to three (3) arbitrators from the Roster of Arbitrators and have them replaced with other arbitrators selected in the same manner as the initial selection.

The parties may mutually agree at any time to remove any arbitrator from the panel of twelve (12). If the parties so agree, they may mutually agree to replace such arbitrator with another arbitrator who is mutually acceptable. If, because of such removals, the Roster of Arbitrators falls below eight (8), and the parties cannot

agree on replacement arbitrators, the parties shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators (excluding those already on or removed from the roster) in the Chicago area for each vacancy on the roster below the complement of eight (8). The parties will then alternately strike names from each such list of arbitrators until one (1) remains from each so that the remaining number of acceptable arbitrators is sufficient to bring the total roster to at least eight (8), or such number greater than eight (8) as the parties may agree. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this agreement and does not fall within a Section of this Agreement which is not arbitrable. Questions of arbitrability shall be decided by the arbitrator. The provisions of this Agreement and any other document incorporated by reference in this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from or change the terms of this Agreement and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in

the presence of each other. No arbitration hearing shall be held unless both parties are present, provided no party has intentionally refused to participate in the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved. Nothing in this Agreement shall preclude the parties from agreeing on supplementary or "fast track" arbitration procedures for certain cases.

SECTION 21.2 - Reasonable Time For Union Stewards/Meeting Rooms/Miscellaneous Grievance Provisions

(a) A Union representative, a grievant, and Union Steward will be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances where this does not substantially interfere with the efficient operation of the Department, provided that representatives shall observe the Employer's reasonable visitation rules for Union representatives. The steward shall notify his/her immediate supervisor for permission to handle grievances on work time, it being understood that the operation of the Department takes precedence unless there is an emergency, but such permission shall not be denied unreasonably.

A reasonable number of employees may attend the meeting without loss of pay; such meetings shall be set by mutual agreement by the Employer and the Union. Where the Employer directs an employee to report for a meeting concerning a

grievance at a time when the employee is not scheduled to work such time shall be considered time worked.

(b) If there is space available, the Employer, upon request of the Union representative, shall provide the use of a room and telephone, to discuss the grievance, subject to the Employer's reasonable rules for the Union's use of such facilities.

(c) Upon request, there shall be a meeting at each Step of the Grievance procedure. A steward may be present at each Step's meeting. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings. Any settlement at Step I, II or III shall be binding upon the Employer, Union and the aggrieved employee or employees. A grievance may be withdrawn without prejudice to the union. Failure of the Employer to answer a grievance within the time limits herein shall automatically cause the grievance to advance to the succeeding step of the procedure.

(d) An Employer or Union grievance may be filed at Step III. Certain issues which by their nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance may be resolved.

The Union may initiate grievances concerning denial of promotions at the third level of the grievance procedure. The

parties agree that the Union may schedule for resolution promotional grievances at the first fourth step meeting which is scheduled after the third step answer is rendered, or such answer was due.

Such grievances, unresolved at the fourth step meeting, shall be scheduled for arbitration within sixty (60) days of the fourth step meeting.

(e) If the grievance or arbitration affects more than one (1) employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class. Provided, however, that the Arbitrator may not entertain the grievance on behalf of, nor award a remedy to, any individual employee not specifically named in the grievance, unless the Union identifies the entire class with reasonable specificity, as soon as the Union could reasonably have knowledge of such class.

(f) Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, subject to discipline, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm or is unlawful. The Employer agrees that by following instructions or orders the employee does not waive the employee's right to process his/her grievance.

(g) The Union shall designate the Union stewards and representatives and shall supply a list of names to the Director of Labor Relations.

(h) Upon request, at any step of the grievance procedure prior to Arbitration, the Union shall be given specific documents, books, or papers reasonably available and pertinent to the grievance under consideration to which the Union is legally entitled.

Section 21.3 - Mediation

The parties may jointly agree in writing to submit an arbitrable dispute to mediate in lieu of arbitration. The mediator will be subject to the mutual agreement of the parties. Proceedings before the mediator shall be informal. The rules of evidence will not apply. No record of the mediation conference shall be made. The mediator will have the authority to meet separately with any party, but will not have the authority to compel the resolution of a grievance. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision which shall include the basis thereof, unless both parties agree that no such decision should be provided. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent, unless both parties otherwise agree. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Employer in writing within ten (10) days following the mediation conference. In the event a grievance which has been mediated goes

to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced into evidence at the arbitration hearing and nothing said or done by either party in the mediation conference may be used against the other party in arbitration. Participation by either party in mediation does not prejudice their rights to participate in arbitration as provided in this Agreement. The fees and expenses of the mediator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representative.

ARTICLE 22 - CONTRACTING OUT

(a) The Employer will attempt to have employees perform bargaining unit work where practicable; however, the Employer reserves the right to contract out work for reasons of efficiency or economy.

(b) It is the policy of the Employer to involve the Union in a Department's decision making process concerning potential contracting out in order for the Union to provide its view as to the desirability and feasibility of proposed contracting out, and to suggest alternatives to the Department. To facilitate that involvement, the Employer and the Union shall establish a subcommittee to examine all contracting out situations to determine how such work could alternatively be, or continue to be, performed by the Employer except in emergency situations. The Employer members will work cooperatively with the Union so that the Union may submit suggested alternatives and/or proposals, as provided for

herein. Accordingly, at least forty-five (45) days before the Department makes a final decision to give Public Notice to outside contractors to bid on contracting out of bargaining unit work, the Employer shall provide the Union with notice of the proposed contracting out. Upon request, the Employer shall meet with the Union to discuss its proposed decision not later than ten (10) days of receipt of such request. Such discussion shall include an explanation of the Employer's rationale for the proposed contracting out. In the event the Employer does not receive a request by the Union to meet within that ten (10) day period, the Employer may proceed to seek bids from potential contractors.

(c) Should the Department determine, following the meetings provided for in paragraph (b) above, to seek bids from potential contractors, it will advise the Union of that fact at the time it gives Public Notice to prospective bidders. If after receipt of said bids the Department determines to accept a bid and enter into a contract with an outside contractor, the Employer shall give notice of such contemplated action to the Union at least thirty (30) days prior to entering into a contract.

(d) The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed, any contemplated impact on bargaining unit employees, any plan of assistance for impacted bargaining unit employees, and any other relevant data including the proposed awardee's proposal, to enable the Union to discuss with the Employer alternatives to such action.

(e) Upon request, the Employer shall meet with the Union for informational purposes within three (3) days of receipt of such request. Within fourteen (14) working days of receipt of the notice, the subcommittee will meet, review any proposals the Union wishes to make to the Employer and compare such proposals to any bid or proposal being considered for acceptance. The Employer will give the subcommittee its final response on contracting out not later than ten (10) calendar days following this meeting.

(f) If bargaining unit employees would be laid off by the proposed contracting, the Employer shall make available, on a seniority basis, equal-rated permanent jobs the Employer has declared to be vacant in the Department, or other Departments, in that order, provided the laid off employees have the then present ability to perform the required work without further training. However, the employee shall be provided with a reasonable amount of orientation to allow him or her to perform the work. Prior to the contracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the sub-contractor hire laid off employees.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

Section 23.1 - No Strikes

The Union agrees that during the life of this Agreement, there shall be no strikes (including, but not limited to sympathy strikes and strikes to protect Union or third party conduct), work stoppages, slowdowns, picketing, delays of work of any kind.

Section 23.2 - Union Efforts

The Union agrees that it will use its best efforts to prevent any acts forbidden in this Article and that in the event any such acts take place or are engaged in by any employee or group of employees the Union further agrees it will use its best efforts to cause an immediate cessation thereof. If the Union immediately takes all necessary steps in good faith to end any stoppages, strikes, picketing, intentional slowdown or suspension of work, including; (a) publicly disclaiming such action as not called or sanctioned by the Union, and (b) posting notices in conspicuous places which notify involved employees that the action was not called or sanctioned by the Union, in addition to instructing employees to immediately cease such activity, the Employer agrees that it will not bring action against the Union to establish responsibility for such unauthorized conduct.

Section 23.3 - Discipline

The Employer may terminate the employment of or otherwise discipline any employee or employees who have been found to have engaged in any act forbidden in this Article.

Section 23.4 - No Lockout

The Employer will not lock out bargaining unit employees during the term of this Agreement.

ARTICLE 24 - NON-DISCRIMINATION

Section 24.1 - Prohibition Against Discrimination

The Employer agrees not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual

preference, marital (including parental) status, age, national origin, or mental and/or physical handicap.

Section 24.2 - Union Activity

The Employer agrees that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Labor Relations Act or by this Agreement, or on account of membership in, or activities on behalf of the Union.

Section 24.3 - Union Non-Participation

The Union shall not advise or represent employees before any Federal or State anti-discrimination administrative agency where the events giving rise to the employee's claim have been arbitrated under the grievance procedure of this Agreement.

Section 24.4 - Employer/Union Cooperation

The Union and the Employer shall work cooperatively to ensure equal employment opportunities in all aspects of the Employer's personnel policies and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts.

ARTICLE 25 - DUES CHECK-OFF/FAIR SHARE

Section 25.1 - Indemnification/Authorization

The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and initiation fees from the payroll checks of all employees so authorizing the deduction in an amount certified by the Union, and shall remit such deductions on a semi-monthly basis to the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day

period prior to the expiration of this Agreement. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including damages, attorneys' fees and court and other costs, that shall arise out of, or by reason of action taken or not taken by the Employer for the purpose of complying with Section 25.1, 25.2, 25.3 and 25.4 of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions in reliance upon employee payroll deduction authorization cards submitted by the Union to the Employer.

The Employer shall provide to the Union within thirty (30) days name, address, department, classification, rate of salary and starting date of any new employee hired into the Union's bargaining units.

Section 25.2 - Fair Share

It is further agreed that thirty (30) days after the later of the execution of this Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted.

Upon receipt of such certification the Employer shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the Fair Share payments shall be deducted and their work locations.

It is understood that the amount of deduction from said non-member bargaining unit employees will not exceed the regular monthly Union dues and represents the employee's Fair Share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 25.3 - Right of Non-Association.

Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of employees based upon the bona fide religious tenets or teachings of a Church or other religious body of which such employees are members.

Section 25.4 - Condition of Employment

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in good standing in the Union during the term of this Agreement.

All employees who are not members of the Union shall be required as a condition of employment, thirty (30) days after the later of the execution of this Agreement or their hire date, to pay a Fair Share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 25.5 - Notification of Dues Change

Any change in the amount of dues to be deducted or Fair Share fees to be withheld shall be communicated to the Employer by the Union at least fourteen (14) days prior to the effective date of such changes.

Section 25.6 - P.E.O.P.L.E. Deductions

The Employer agrees to deduct from the pay of those employees who individually request it P.E.O.P.L.E. contributions.

Such deductions shall be remitted to the Union semi-monthly along with a list of the name, social security number and amount of deduction of each employee for whom a remittance is being made.

Section 25.7 - Failure to Make Timely Deductions.

The Employer shall make all reasonable efforts to make the deductions provided for in Sections 25.1, 25.2 and 25.6, and to remit the sums so deducted to the Union in a timely fashion. In the event the Employer through error or omission fails to make said deductions, the Employer shall do so immediately upon notice from the Union of said failure. The Employer shall not be liable for damages should the Employer fail to make the proper deductions, provided that the error or omission was made in good faith, that the Employer corrects the error or omission promptly, and that the failure to make deductions pursuant to Sections 25.1, 25.2, and 25.6 was not the result of the Employer's failure to comply with other sections of this agreement.

The parties shall form an ad-hoc committee of City and Union-designated representatives for the purpose of determining how to

reduce the errors in dues and fair share deductions and to make improvements in deduction procedures. Such representatives shall have the knowledge and authority to make agreed upon improvements. The committee shall report to the Parties on its recommendations on possible improvements in deduction procedures which shall be considered for implementation by the Employer.

ARTICLE 26 - COMPLETE AGREEMENT

Section 26.1 - Agreement to Contract Content

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer agrees that during the term of this Agreement it shall not change any past practice and/or policy with respect to wages, hours, conditions of employment or fringe benefits of employees without prior notification and discussion with the Union. Where past practice conflicts with the terms of this Agreement, this Agreement shall prevail. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 26.2 - Extension of Benefits

It is further agreed that any improvements in holidays, vacations, sick leave for salaried employees, mileage allowance, group health, vision care, dental, life and accident benefits, bereavement pay and jury duty leave granted to the majority of other employees of the Employer during the term of this Agreement shall also be granted to the employees covered under this Agreement.

Section 26.3 - Printing of Agreement

The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the employer does not reimburse the Union within sixty (60) days of its receipt of the bill, the Employer will be liable for the full cost of printing.

Section 26.4 - Separability

Should any part of this Agreement or any provision contained herein be determined to be contrary to law, all other provisions shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provision within a reasonable period of time upon request of either party.

ARTICLE 27 - DRUG AND ALCOHOL PROGRAM

Section 27.1 - Policy Statement

The City of Chicago's essential mission is to provide services to its citizens in a safe and economic manner. The parties to this

Agreement recognize that drug and alcohol abuse in the workplace has a deleterious effect on the health and safety of employees, as well as their morale and productivity, all of which creates an undue burden on the persons which the City and the employees covered by this Agreement serve. Furthermore, the economic cost of providing health care services to employees who abuse drugs and alcohol has put an increasing burden on the City's finances.

The Employer and the Union maintain a strong commitment to protect people and property, and to provide a safe working environment. To this end, the Employer shall maintain a confidential Employee Assistance Program for employees with personal problems, including alcohol and substance abuse, and the parties to this Agreement urge employees who have such problems to utilize the Program's services.

To maintain a workplace which provides a safe and healthy work environment for all employees, the following drug and alcohol program is also established.

Section 27.2 - Definitions

- (a) Alcohol: Ethyl alcohol
- (b) Prohibited Items & Substances: all illegal drugs and controlled substances, alcoholic beverages, and drug paraphernalia in the possession of, or being used by, an employee on the job or the premises of the Employer.
- (c) Employer Premises: all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles

owned, leased or used by the Employer, job sites or work locations and over which the Employer has authority as Employer.

(d) Employee: all persons covered by this Agreement.

(e) Accident: an event resulting in injury to a person requiring medical attention or causing significant damage to property to which an employee contributed as a direct or indirect cause.

(f) Reasonable Cause: erratic or unusual behavior by an employee, including but not limited to noticeable imbalance, incoherence and disorientation, which would lead a person of ordinary sensibilities to conclude that the employee is under the influence of drugs and/or alcohol.

(g) Under the Influence: any mental, emotional, sensory or physical impairment due to the use of drugs or alcohol.

(h) Test: the taking and analysis of any body component sample, whether by blood, breath, urine, or in any other scientifically reliable manner, for the purpose of identifying, measuring or quantifying the presence or absence of drugs, alcohol or any metabolite thereof.

Section 27.3 - Disciplinary Action

(a) All employees must report to work in a physical condition that will enable them to perform their jobs in a safe manner. Further, employees shall not use, possess, dispense or receive prohibited items or substances on or at the Employer's premises, nor shall they report to work under the influence of drugs and/or alcohol.

(b) When, based upon the direct observation of two supervisors, the Employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the Employer shall have the right to subject that employee to a drug and alcohol test. At the Employer's discretion, the employee may be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated. In all other cases, the Employer will terminate all employees who:

- (i) test positive for drug and/or alcohol use;
- (ii) refuse to cooperate with testing procedures;
- (iii) are found to be under the influence of drugs or alcohol while on duty and on the Employer's premises;
- (iv) are found in possession of alcohol, drugs or drug paraphernalia, or are found selling or distributing drugs or drug paraphernalia, on the Employer's premises.

(c) All adverse employment action taken against an employee under this program shall be subject to Article 20 of this Agreement.

Section 27.4 - Drug and Alcohol Testing

(a) The Employer may require drug and/or alcohol testing under the following conditions:

- (i) a test may be administered in the event that two (2) supervisors have reasonable cause to believe that an employee has reported to work under the influence of or is at work under the influence of drugs or alcohol.

(ii) a test may be required as part of a follow-up to counseling or rehabilitation for substance abuse for up to a one (1) year period.

(iii) a test may be required if an employee is involved in a workplace accident or fighting.

(b) Employees to be tested will be required to sign a consent form and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, he or she will be subject to termination.

(c) Drug and alcohol testing will be conducted by an independent laboratory accredited by the Department of Health and Human Services, and may consist of either blood or urine tests, or both. The Employer reserves the right to utilize a breathalyzer to test for the presence of alcohol, in lieu of other clinical testing, which test need not be administered in a laboratory.

(d) Laboratory testing procedures will conform to the procedures specified in the Department of Health and Human Services guidelines for federal workplace drug testing programs, dated April 11, 1988 and as may be amended hereafter by Department of Health and Human Services.

(e) Initial and confirmatory test results which meet or exceed the cutoff levels for drugs set forth in the Department of Health and Human Services guidelines (and as they may be amended) shall be regarded as "positive", and shall presumptively establish that the tested employee was under the influence of drugs.

(f) Initial and confirmatory (or breathalyser) test results which meet or exceed the level of blood alcohol established in the Illinois Motor Vehicle Act as legal intoxication shall presumptively establish that the tested employee was under the influence of alcohol.

(g) The cost of initial and confirmatory testing will be borne by the Employer.

(h) Drug and alcohol test results shall be reported to the Commissioner of Personnel or his designee in the manner to be prescribed by the Commissioner. The applicant or incumbent shall be notified of the test results in writing. The Commissioner will inform the applicable Department Head of any employee who tests positive for alcohol or drugs, who in turn will initiate disciplinary proceedings under Section 27.3 above.

(i) All urine or blood samples shall be taken in sufficient quantity as to allow for retesting. Any portion not used in the test will be preserved by scientifically reliable means for one (1) year following the test. Any employee whose test result is positive may elect, at his or her expense, to be retested by the same or other laboratory satisfactory to the Commissioner of Personnel, provided that the Employer's testing laboratory shall arrange for transmitting said sample to the second laboratory. Positive results of said retesting shall be conclusive as to the presence of alcohol or drugs. The failure to take a sufficient sample, or to preserve such sample, to allow for retesting, shall

not affect the removal from eligibility of an applicant or personnel action, including discharge, of any employee.

(j) No laboratory report or test results shall appear in the incumbent's personnel file unless they are part of a personnel action under this program, but shall be placed in a special locked file maintained by the Commissioner of Personnel, except as such disclosure may be required by this policy, law or ordinance.

Section 27.5 - Employee Assistance Program

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter and may participate if they wish in the voluntary Employee Assistance Program or AFSCME's Personal Support Program.

ARTICLE 28 - RATIFICATION AND TERMINATION

The terms of this Agreement shall be subject to ratification by the City Council of the City of Chicago and concurrent adoption in ordinance form. The Employer and the Union will cooperate to secure expeditious legislative approval.

This agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to June 30, 2003, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least sixty (60) days and not more than ninety (90) days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the parties shall, within a reasonable time thereafter, enter into negotiations concerning the request.

American Federation of State
County and Municipal Employees
Council 31

City of Chicago

By: _____

By: _____

Dated: _____

American Federation of State, County and Municipal Employees Council 31 ("Union") and the City of Chicago ("Employer") agree that where, in the course of negotiating the Principal Agreement dated June __, 2000, either the Employer or the Union withdrew any of its proposals in the interest of reaching an agreement neither the Employer nor the Union will rely upon the Union's or the Employer's withdrawal of proposals as evidence of any Union or Employer intent in any future arbitration, or for any other purpose whatsoever.

American Federation of State
County and Municipal Employees
Council 31

City of Chicago

By: _____

By: _____

Dated: _____

Dated: _____

Appendix A
Avant Job Family Series

Accident Adjusting Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
7173	12	Accident Adjuster

Accounting Auditing Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0101	G3	Accountant I
0102	G4	Accountant II
0103	G5	Accountant III
0104	G6	Accountant IV
0142	G6	Systems Acct. II
0143	G7	Systems Acct. II
0177	14	Supervisor of Accounts
0186	11	Parking Rev. Examiners
0189	9	Accounting Tech I
0190	11	Accounting Tech II
0205	8	Cashier
1043	9	Tax Examiner I
1575	10	Voucher Coordinator
2914	10	Program Auditor I
2915	12	Program Auditor II
0158	G6	Systems Auditor I
0191	G4	Auditor I
0192	G5	Auditor II
0193	G6	Auditor III
0206	9	Head Cashier
0184	12	Accounting Tech III

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0421	10	Revenue Account Specialist

Architectural Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5401	G5	Architect I
5402	G6	Architect II
5403	G7	Architect III
5404	G8	Architect IV
5463	12	Architect Tech IV

Arts Program Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0707	12	Assistant Coordinator of Arts Programs

Audio-Visual Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0901	11	Audio-Visual Specialist
0902	6	Audio-Equipment Tech
0923	11	Film Producer
5849	11	Studio Engineer

Bond Research Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0203	G7	Bond Research Spec.
1987	13	Loan Processing Officer
1993	10	Loan Processing Officer Assistant
1994	14	Loan Processing Specialist

Cartography Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5746	10	Cartographer II
5747	12	Cartographer III
5756	7	Comp. Cartographer I
5757	9	Comp. Cartographer II
5758	11	Comp. Cartographer III

Chemistry Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5521	G4	Chemist I
5522	G5	Chemist II
5523	G6	Chemist III
5524	G7	Chemist IV
5531	G4	Water Chemist I
5532	G5	Water Chemist II
5533	G6	Water Chemist III
5534	G7	Water Chemist IV
3124	G4	Biochemist
3158	G8	Toxicologist
9244	G3	Criminalist I
9245	G5	Criminalist II
9246	G7	Criminalist III

Civil Engineer Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5612	G6	Civil Engineer II
5613	G7	Civil Engineer III
5614	G8	Civil Engineer IV
5615	G9	Civil Engineer V
5677	G11	Engineer of Structural Design

Clinical Therapy Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3532	G3	Clinical Therapist I
3533	G4	Clinical Therapist II
3534	G6	Clinical Therapist III
3565	7	Community Mental Health Worker I
3567	10	Community Mental Health Worker II
3574	11	Social Work Assistant
3580	G3	Public Health Social Worker I
3581	G4	Public Health Social Worker II
3582	G6	Public Health Social Worker III

Consumer Services Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
2490	11	Consumer Invest. I
2491	12	Consumer Invest. II

Dental Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3203	SR	Dentist
3210	11	Dental Hygienist
3213	8	Dental Assistant

Electrical Engineering Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5812	G6	Electrical Engineer II
5813	G7	Electrical Engineer III
5814	G8	Electrical Engineer IV
5815	G9	Electrical Engineer V

Electronic Technician Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
2040	11	Electronic Equipment Tech.

Environmental Control Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
2006	9	Environmental Control Technician
2077	12	Senior Environmental Inspector
2079	12	Environmental Protection Technician
2074	G6	Environmental Engineer I
		Engineer of Soils and Testing

General Administrative/Clerical Series

Title Code	Grade	Title
0301	8	Administrative Asst. I
0302	10	Administrative Asst. II (City Clerks Office Only)
0303	12	Administrative Asst. III (Trsr. Off. Only)
0428	4	Clerk I
0429	6	Clerk II
0430	8	Clerk III
0431	10	Clerk IV
0539	SR	Library Page
0631	11	*Senior Data Controller
0632	9	*Data Controller
0797	5	Receptionist
1233	13	Licensing Coordinator
1770	12	Program Coordinator
1913	13	Asst. Project Coord.
2962	SR	Senior Aide
3006	6	**Unit Assistant
7002	7	Airport Operations Aide
7102	9	Dispatch Clerk
8504	9	District Aide
9196	14	Subpoena Officer
9270	8	Criminalistics Aide
0660	8	*Comp. Console Operator
0662	10	*Senior Computer Console Operator

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0641	10	*Senior Librarian Tape and Disk
0644	8	*Documentation Librarian
7103	11	Equipment Coordinator
9214	9	*Fingerprint Tech I
9224	11	*Fingerprint Tech II
9225	13	*Fingerprint Tech III
1634	9	Admin. Legal Clerk
1687	7	Legal Messenger
1691	9	Case Intake Clerk
1692	9	Court File Clerk
0863	12	Legal Secretary
0550	8	Med. Records Technician
0555	12	Med. Records Coord.
1153	9	Methods Analyst
1155	11	Sr. Methods Analyst
1157	13	Principal Methods Analyst
0683	7	Telephone Operator
4219	8	Library Guard
1734	11	Statistician
1735	13	Senior Statistician
4238	9	Property Custodian
0664	8	*Data Entry Operator
0665	9	*Sr. Data Entry Operator
0668	9	*Shift Supervisor of Terminal Operations
0805	9	Secretary

Title Code	Grade	Title
0809	10	Executive Secretary I (Tsr Off. Only)
0826	8	Principal Typist
0831	10	*Supervisor of Word Processing
0832	9	*Word Processing Oper. II
0833	8	*Word Processing Oper. I
0834	4	Typist
0836	7	Senior Typist
9113	10	Police Aide
4239	10	Supervising Property Custodian
1630	10	Supervising Legal Clerk
		Code Enforcement Officer
0670	11	Supervisor Terminal Operator (Clerks Office Only)
0833	8	*Personal Computer Opr. I
0832	9	*Personal Computer Opr. II
0831	10	*Personal Computer Opr. III
1184	12	*Computer Support Specialist
876	9	*Legal Personal Computer Operator
422	9	Intake Aide
725	11	Editorial Assistant
1614	10	Legislative Assistant II

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
9197	11	Warrants & Extradition Aide
		Summer Program Specialist I

Grant Preparation and Administration Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
2905	14	Coord. Of Grants Mgmt.
2923	G6	Govt. Grants Spec. I
2924	G8	Govt. Grants Spec. II
2989	G7	Grants Research Spec.
2990	12	Grants Specialist
1971	12	Industrial Development Repr. I
1972	13	Industrial Development Repr. II
1977	14	Industrial Development Repr. III
1419	G6	Senior Manpower Planner
1420	G5	Manpower Planner
3810	12	Contact Develop. Spec.
1486	11	Senior Program Review Specialist
1759	13	Evaluation Spec. II
1761	12	Evaluation Spec. I
2932	12	Program Expeditor I
2933	13	Program Expeditor II
2934	14	Program Expeditor III

Graphic Arts Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5741	7	Graphic Artist I
5742	10	Graphic Artist II
5743	12	Graphic Artist III
0675	12	Reprographics Coord.
0692	6	Reprographics Tech I
0693	8	Reprographics Tech II
0694	10	Reprographics Tech III

Health Care Services Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3148	8	Hypertension Technician
3613	11	Licensed Practical Nurse
3743	8	Public Health Aide
3139	9	Certified Medical Asst.

Health Code Inspection Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
2391	13	Health Code Enforcement Inspection Analyst
3465	12	Public Health Admin. I
3466	14	Public Health Admin. II

Health Education Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3147	11	Hypertension Research Project Recruiter
3419	9	Health Educator I
3420	11	Health Educator II
3421	12	Health Educator III

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3424	7	Health Educator Aide I
3427	13	Coord. of Health Ed.
3428	10	Health Educator Aide II

**Investigator Office of
Professional Standards Series**

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
9181	16	Investigator Ops III
9182	15	Investigator Ops II
9183	14	Investigator Ops I

Landscape Architectural Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5414	G6	Landscape Architect IV

Landscape Maintenance Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
7905	4	Park Naturalist Aide
7906	10	Park Naturalist Asst.
7910	10	Floriculturalist I
7945	G3	City Forester
7946	G5	Senior City Forester

Legal Research Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1682	13	Sr. Legal Investigator
1683	12	Legal Investigator
1686	11	Housing Court Invest.
1616	11	Paralegal I
1617	12	Paralegal II

Library Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0501	G4	Librarian I
0504	G4	Librarian I - MRL
0505	G5	Librarian II - MRL
0506	G5	Librarian II
0520	G6	Librarian III - MRL
0573	G2	Library Associate
0574	G6	Librarian III
0579	G7	Librarian IV
0502	G4	Archival Specialist
0507	G5	Senior Archival Spec.
0585	G8	Librarian V

Maintenance Inspection Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
4545	11	Maintenance Inspector
4221	6	Maintenance Aide I
4224	9	Maintenance Aide II
4236	11	Maintenance Aide III
0365	9	Mgmt. Representative
1930	11	Property Mgmt. Supervisor

Maintenance Scheduling Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
7035	14	Planner-Scheduler-O'Hare

Mechanical Engineering Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1565	G6	Senior Specification Engineer
1566	G5	Specification Engineer
6052	G6	Mechanical Engineer II
6053	G7	Mechanical Engineer III
6054	G8	Mechanical Engineer IV

Medical Technology Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3123	10	Cytotechnologist I
3127	4	Laboratory Helper
3128	7	Laboratory Tech. I
3129	8	Laboratory Tech II
3130	10	Laboratory Tech. III
3133	G3	Medical Tech I
3134	G4	Medical Tech II
3135	G5	Medical Tech III
3126	7	Phlebotomist

Microbiology Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3111	G5	Electron Microscopist
3112	G8	Senior Electron Microscopist
3176	G4	Microbiologist I
3177	G5	Microbiologist II
3178	G6	Microbiologist III
3179	G7	Microbiologist IV

Office Machine Repair Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
6728	9	Office Machines Repairman II

Personnel Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1340	7	Personnel Asst. I
1341	9	Personnel Asst. II
1342	11	Personnel Asst. III
1359	14	Training Officer
1362	12	Training Technician II
1363	10	Training Technician I
1381	G2	Personnel Technician I
1382	G3	Personnel Technician II
3053	12	Equal Opportunity Spec.

Pharmacy Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3117	G6	Pharmacist

Photographic Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0920	9	Photographic Tech
0921	11	Sr. Photographic Tech

Physician Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3363	SR	Physician
3369	SR	Physician Specialist
3371	SR	Occupational Health Physician
3384	SR	Psychiatrist

Planning/Research Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1401	G3	City Planner I
1402	G4	City Planner II
1403	G5	City Planner III
1404	G6	City Planner IV
1406	10	Planning Assistant
1448	G3	Health Planner
1449	G5	Senior Health Planner
1450	G7	Principal Health Planner
1724	12	Senior Research Asst.
1725	10	Research Assistant
2056	G8	Research Associate
2919	G5	Senior Planning Analyst
2920	G3	Planning Analyst
2921	G5	Senior Research Analyst
2922	G3	Research Analyst
3407	G9	Epidemiologist

Procedure Analysis Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0611	G5	Systems Programmer/MIS
1104	G5	Data Base Analyst I
1106	G7	Data Base Analyst II
1108	G9	Data Base Analyst III
1115	15	Senior Account Rep.
1121	13	Computer Operations Spec.
1132	13	Account Representative
1136	17	Principal Systems Programmer
1137	15	Principal Data Storage Analyst
1142	G6	Senior Operations Research Analyst
1143	G4	Operations Research Analyst
1150	15	Sr. Systems Programmer
1151	14	Systems Programmer
1167	G7	Senior Systems Engineer
1168	G5	Systems Engineer
1172	G9	Principal Systems Engineer
1175	12	Sr. Operations Analyst
1197	10	Data Processing Field Technician
1187	G5	Computer Application Analyst I
1189	G7	Computer Application Analyst II
0605	14	Computer Operations Specialist/MIS

Public Health Nutrition Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3409	8	Nutrition Technician
3410	G2	Public Health Nutritionist I
3411	G3	Public Health Nutritionist II

Public Information Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0413	7	Inquiry Aide I
0414	8	Inquiry Aide II
0415	9	Inquiry Aide III
0687	11	Shift Supervisor of I & I Assistance
0713	9	Inquiry and Information Assistant
0754	8	Airport Tour Guide
7044		Airport Info. Rep.
0711	13	Public Infor. Officer
0701	12	Public Relations Rep I
0702	13	Public Relations Rep II
0703	14	Public Relations Rep III

Public Vehicle Inspection Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1274	11	Public Vehicle Inspector

Purchasing Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1481	11	Contract Review Spec. I
1482	13	Contract Review Spec II
1520	10	Purchase Contract Admin
1521	12	Senior Purchase Contract Administrator
1530	12	Contract Compliance Officer
7032	11	Airport Contract Rep.
1578		Fuel Coordinator
1579		Asst. Fuel Coordinator

Real Estate Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1001	10	Assessor
1036	11	Tax Agent II
1037	10	Tax Agent I
1216	12	Compensation Invest III
1612	13	Land Sales Agent
1622	13	Land Disposition Officer
1624	13	Land Acquisition Officer
1662	12	Leasing Agent I
1663	13	Leasing Agent II
1670	16	Right-of-Way Agent II
1674	14	Right-of-Way Agent I
1295	12	Zoning Plan Examiner
1445	12	Zoning Planner
1604	14	Senior Land Acquisition Officer

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1602	14	Senior Land Disposition Officer

Rehabilitation Construction Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1939	14	Rehabilitation Construction Spec.

Safety Specialist Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
6120	8	Safety Specialist I
6121	11	Safety Specialist II
6122	12	Safety Specialist III

Sanitarian Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
2381	12	Sanitarian II
2382	11	Sanitarian I

Social Services Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0709	11	Volunteer Serv. Coord.
2931	15	Assistant Coordinator of Field Services
2940	11	Community Intervention Worker
2942	12	Employability Review Specialist I
2943	13	Employability Review Specialist II
2944	14	Employability Review Specialist III
2966	12	Counselor

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3035	4	Elderly Aide I
3036	7	Elderly Aide II
3037	8	Elderly Aide III
3523	4	Community Aide I
3525	9	Community Aide III
3826	13	Human Service Spec II
3827	12	Human Service Spec I
3828	6	Community Rep I
3833	13	Social Serv. Area. Coord.
3838	11	Human Serv. Worker
3848	7	Comm. Service Aide II
3860	13	Activity Coordinator
3865	13	***Curriculum Coordinator
3870	14	Social Work Coordinator
3907	5	***Teacher Assistant HS
3908	13	Health Coordinator
3912	13	Parent Coordinator
3931	13	Social Worker
3966	12	Comm. Resource Spec.
3994	10	***Teacher-Parent Child Center
3996	4	Social Work Aide
3823	12	Housing Counselor
3432	11	Bilingual Communicable Disease Control Inv.
3433	10	Communicable Disease Control Inv. I

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3434	12	Communicable Disease Control Inv. II
3030	G3	Specialist in Aging I
3031	G5	Disability Spec. II
3040	11	Asst. Spec. in Aging
3073	G5	Disability Spec. II
3074	G3	Disability Spec. I
1901	13	Relocation Specialist
1915	12	Relocation Rep
1922	13	Relocation Supervisor
3065	11	Asst. Elder Protective I
3066	G4	Elder Protective Investigator I
3067	G6	Elder Protective Investigator II
3897	14	Community Outreach Coord.
3898	13	Community Service Rep.
3015	11	Youth Ed & Resource Spec II

Speech-Hearing-Vision Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
0903	7	Audio-Vision Tester
3406	10	Speech Therapy Asst.

Storekeeping Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
1593	15	Director of Supply and Stock Control
1805	5	Stockhandler
1811	7	Storekeeper
1813	8	Senior Storekeeper
1815	9	Principal Storekeeper
1817	10	Head Storekeeper
1850	11	Supervisor of Inventory Control I

Structural Engineer Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5619	G7	Structural Engineer III
5620	G8	Structural Engineer IV
5622	G9	Structural Engineer V

Sub-Professional Engineering Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5701	8	Draftsman I
5702	10	Draftsman II
6140	7	Engineering Tech I
6141	8	Engineering Tech II
6142	11	Engineering Tech III
6143	13	Engineering Tech IV
6144	14	Engineering Tech V
6145	15	Engineering Tech VI

Traffic Engineer Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
6252	G6	Traffic Engineer II
6253	G7	Traffic Engineer III
6254	G8	Traffic Engineer IV

Veterinary Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3310	G9	Veterinarian
3492	10	Veterinary Assistant
3499	8	Pavilion Maint. Aide

Water Quality Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
5518	G7	Filtration Engineer III
5519	G8	Filtration Engineer IV
5528	G6	Filtration Engineer II
5642	G6	Sanitary Engineer II
5643	G7	Sanitary Engineer III
5644	G8	Sanitary Engineer IV
2317	9	Water Quality Inspector
6112	10	Water Quality Tech II
6113	11	Water Quality Tech III
6114	G5	Water Quality IV
6115	G6	Water Quality Tech V

X-Ray Series

<u>Title Code</u>	<u>Grade</u>	<u>Title</u>
3163	6	X-Ray Technician
3169	12	Medical X-Ray Tech II

- * Employees may bump from another classification series (in the same job family series) into this title provided employees have previously held career service status in this title(or held a higher title in this title's classification series).
- ** Employees must possess a commercial drivers license to bump into this title.
- *** Employees must possess a background in early childhood development to bump into this title.

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 1

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1	Account Rep	1132		13	
	Accounting Tech I	0189		09	
	Accounting Tech II	0190		11	
	Admin Asst I	0301		08	Admin Asst I
	Admin Asst II	0302		10	Admin Asst II
	Admin Asst III	0303		12	Admin Asst III
	Admin Legal Clerk	1634		10	
	Airport Contract Rep	7032		11	
	Airport Info Rep	7044		10	
	Airport Operatns Aid	7002		07	
	Airport Tour Guide	0754		08	
	Assessor	1001		10	
	Asst Project Coord	1913		13	
	Cartographer II	5746		10	
	Cartographer III	5747		12	
	Case Intake Clerk	1691		09	
	Cashier	0205		08	
	Certified Med. Asst.	3139		09	
	Chief Cashier	0321		14	Chief Cashier
	City Forester	7945		G3	
	Clerk I	0428		04	
	Clerk II	0429		06	
	Clerk III	0430		08	
	Clerk IV	0431		10	
	Clerk Trainee	0402		SR	
	Comnity Serv. Rep - I&I	3898		13	
	Computer Cartographer I	5756		07	
	Computer Cartographer II	5757		09	Computer Cartographer II
	Computer Cartographer III	5758		11	
	Computer Console Operator	0660		08	
	Computer Graph Tech I	5733		07	
	Computer Graph Tech II	5734		09	
	Computer Graph Tech III	5735		11	
	Computer Opr Spec	1121		13	
	Computer Opr Spec/MIS	0605		14	
	Computer Sup Spec	1184		12	Computer Sup Spec
	Cntrct Compliance Offr	1530		12	
	Cntrct Devlp Spec	3810		12	
	Cntrct Rvw Spcist I	1481		11	
	Cntrct Rvw Spcist II	1482		13	
	Coord Health Education	3427		13	
	Criminalistics Aide	9270		08	
	Customer Account Rep	0419		09	Customer Account Rep
	Data Controller	0632		09	
	Data Entry Clerk	0661		05	
	Data Entry Operator	0664		08	
	Data Proc Field Tech	1197		10	

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 1

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	Dir Supply & Stck Ctl	1593		15	Dir Supply & Stck Ctl
	Dispatch Clerk	7102		10	
	District Aide	8504		09	
	District Clerk	0417		10	District Clerk
	Documentation Librn	0644		08	
	Draftsman I	5701		08	
	Draftsman II	5702		10	
	Editorial Asst	0725		11	Editorial Assistant
	Elct Surveyman I	5131		09	Elct Srvmn I
	Elct Surveyman II	5132		10	Elct Srvmn II
	Elct Surveyman III	5133		11	Elct Srvmn III
	Elct Surveyman IV	5134		12	Elct Srvmn IV
	Emplyblty Rev Spl I	2942		12	
	Emplyblty Rev Spl II	2943		13	
	Emplyblty Rev Spl III	2944		14	
	Engr Tech I	6140		07	
	Engr Tech II	6141		09	
	Engr Tech III	6142		11	
	Engr Tech IV	6314		13	Engr Tech IV
	Engr Tech V	6144		14	
	Engr Tech VI	6145		15	
	Executive Secretary I	0809		10	Ex Secretary I
	Film Producer	0923		12	
	Fingerprint Tech I	9214		09	
	Fingerprint Tech II	9224		11	
	Fingerprint Tech III	9225		13	
	Fund Manager	0219		14	
	Graphic Artist I	5741		07	
	Graphic Artist II	5742		10	Graphic Artist II
	Graphic Artist III	5743		12	Graphic Artist III
	Head Cashier	0206		10	Head Cashier
	Head Storekeeper	1817		10	
	Health Ed Aide I	3424		07	
	Health Ed Aide II	3428		10	
	Industrial Dev Rep II	1972		13	
	Industrial Dev Rep III	1977		14	
	Inquiry and Info Asst	0713		09	
	Inquiry Aide I	0413		07	
	Inquiry Aide II	0414		08	
	Inquiry Aide III	0415		09	
	Intake Aide	0422		09	Intake Aide
	Inventory Analyst	1585		11	

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 1

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	LAN Coord I	0615		13	
	LAN Coord II	0617		15	
	Laboratory Tech I	3128		07	
	Laboratory Tech II	3129		08	
	Laboratory Tech III	3130		10	
	Land Preser Spec I	1765		11	
	Land Preser Spec II	1766		12	
	Land Preser Spec III	1767		14	
	Land Sales Agent	1612		13	
	Latent Fingerprint Examiner	9229		12	
	Law Library Aide	1687		05	
	Leasing Agent I	1662		12	
	Leasing Agent II	1663		13	
	Legal Messenger	1687		07	
	Legal Personal Cmptr Opr	0876		09	
	Legal Secretary	0863		12	
	Legal Typist	0878		09	
	Legislative Asst II	1614		10	Legislative Asst II
	Licensing Coord	1223		13	
	Loan Proc Offcr Asst	1993		10	
	Loan Proc Officer	1987		13	
	Loan Proc Specialist	1994		14	
	Maintenance Inspector	4545		11	
	Med Rcd Coord	0555		12	
	Methods Analyst	1153		09	
	Para Legal I	1616		10	
	Para Legal II	1617		12	
	Parking Analyst	1723		13	
	Permit App Exam	2130		12	
	Personal Compter Oper I	0833		08	
	Personal Compter Oper II	0832		09	
	Personal Compter Oper III	0831		10	Personal Compter Oper III
	Personnel Asst I	1340		06	
	Personnel Asst II	1341		09	
	Personnel Asst III	1342		11	
	Personnel Tech I	1381	G	02	
	Personnel Tech II	1382	G	03	
	Phlebotomist	3126		07	
	Planning Assistant	1406		10	
	Police Aide	9113		10	
	Principal Methods Analyst	1157		13	
	Principal Storekeeper	1815		09	Principal Storekeeper
	Principal Typist	0826		08	
	Program Auditor I	2914		10	
	Program Auditor II	2915		12	
	Program Coordinator	1770		12	
	Program Spec/Bilingual	1743		12	
	Property Custodian	4238		09	

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 1

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1	Public Information Officer	0711		13	
	Public Relations Rep I	0701		12	Public Relations Rep I
	Public Relations Rep II	0702		13	
	Public Relations Rep III	0703		14	Public Relations Rep III
	Purchase Contract Adm	1520		10	
	Receptionist	0797		05	
	Reprographics Tech I	0692		06	Repro Tech I
	Reprographics Tech II	0693		08	Repro Tech II
	Reprographics Tech III	0694		10	Repro Tech III
	Research Assistant	1725		10	
	Revenue Acct. Spec	0421		10	Revenue Acct Spec
	Revenue Investigator I	1227		12	
	Revenue Investigator II	1228		13	
	Right of Way Agent I	1674		14	
	Right of Way Agent II	1670		16	
	Safety Spec I	6120		08	Safety Spec I
	Safety Spec II	6121		11	Safety Spec II
	Safety Spec III	6122		12	Safety Spec III
	Secretary	0805		09	Secretary
	Sr. Account Representv	1115		15	
	Sr. City Forester	7946	G	05	
	Sr. Comput Consol Opr	0662		10	
	Sr Data Controller	0631		11	
	Sr Data Entry Operator	0665		09	
	Sr Land Disposit Off	1602		14	
	Sr Land Acquisition Off	1604		14	
	Sr Legal Investigator	1682		13	
	Sr Librn Tape & Dist	0641		10	
	Sr Methods Analyst	1155		11	
	Sr. Microfilm Machine Opr	0637		08	
	Sr Operations Analyst	1175		12	
	Sr Pgm Review Spec	1486		11	
	Sr Purchasing Contr Admin	1521		12	
	Sr Research Asst	1724		10	
	Senior Storekeeper	1813		08	Sr Storekeeper
	Senior Typist	0836		07	
	Shift Supv/Info & Inq Asst	0687		11	
	Shift Supv Term Oprtns	0668		09	
	Social Service Asst	3139		09	
	Staff Assistant	0308		13	Staff Assistant
	Stockhandler	1805		05	Stockhandler
	Storekeeper	1811		07	Storekeeper
	Subpoena Officer	9196		14	
	Supv Inv Control I	1850		11	
	Suprvsng Property Custodian	4239		10	

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 1

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
1					
	Tax Agent I	1037		10	
	Tax Agent II	1036		11	
	Telecommunications Spec	1122		13	
	Telephone Equip Coord	0685		12	
	Telephone Operator	0683		07	
	Training Officer	1359		14	
	Training Tech I	1363		10	
	Training Tech II		1362		12
	Typist	0834		04	
	Voucher Coordinator	1575		10	
	Ward Clerk	0416		10	Ward Clerk
	Water Quality Inspector	2317		09	
	Water Quality Tech II	6112		10	
	Water Quality Tech III	6113		11	

[A15/unit 1]

ATTACHMENT TO SCHEDULE I

In Departments listed below, indicated job classifications are excluded from this bargaining unit.

The following agencies are excluded completely from this bargaining unit:

Departments of: Personnel, Budget and Management and the City Council

Unit	Job Classification	TC	Department
1			
	Administrative Assistant I	0301	City Clerk, Transportation & Strs. & San.
	Administrative Assistant II	0302	All Depts. except City Clerk
	Administration Assistant III	0303	All Depts. except City Treasurer
	Chief Cashier	0321	All departments except City Treasurer
	Computer Cartographer II	5757	Graphics & Reproduction
	Computer Support Spec	1184	Bd. of Elec/City Clerk
	Customer Accountant Rep	0419	City Clerk
	Director Supply & Stock Ctl	1593	Bd. of Elec.
	District Clerk	0417	Aviation
			General Services
			Purchasing
			Sewers
			Streets & Sanitation
			Transportation
			Water
	Editorial Assistant	0725	All departments except City Clerk
	Electrical Surveyman I	5131	Streets & Sanitation
	Electrical Surveyman II	5132	Streets & Sanitation
	Electrical Surveyman III	5133	Streets & Sanitation
	Electrical Surveyman IV	5134	Streets & Sanitation
	Engineering Technician IV	6143	Streets & Sanitation
			Transportation (transfers from Street Traffic)
	Executive Secretary I	0809	All departments except City Treasurer
	Graphic Artist II	5742	Graphics & Reproduction
	Graphic Artist III	5743	Graphics & Reproduction
	Head Cashier	0206	All departments. except City Treasurer
	Intake Aide	0422	All departments except Housing/Police
	Legislative Asst II	1614	All departments. except City Clerk
	Personal Comptr Opr III	0831	City Clerk
	Principal Storekeeper	1815	Aviation
			(Chgo. Pub. Lib. transferred to Unit V)
			General Services
			Purchasing
			Sewers
			Transportation
			Water
	Public Relations Rep I	0701	Graphics & Reproduction
	Public Relations Rep III	0703	Special Events
	Reprographics Technician I	0692	Graphics & Reproduction
	Reprographics Technician II	0693	Graphics & Reproduction
	Reprographics Technician III	0694	Graphics & Reproduction
	Revenue Accountant Specialist	0421	City Clerk

ATTACHMENT TO SCHEDULE I

In the Departments listed below, indicated job classifications are excluded from this bargaining unit.
 The following agencies are excluded completely from this bargaining unit:
 Departments of: Personnel, Budget and Management and the City Council

Unit	Job Classification	TC	Department
1			
	Safety Specialist I	6120	Aviation, Streets & Sanitation
	Safety Specialist II	6121	Aviation
			General Services
			Sewers
			Streets & Sanitation
			Transportation
			Water
	Safety Specialist III	6122	Sewers
			Streets & Sanitation
	Secretary	0805	City Clerk
			Law
			Local Liquor Control Commission
	Senior Storekeeper	1813	Aviation
			General Services
			Purchasing
			Sewers
			Transportation
			Water
	Staff Assistant	0308	All departments except City Treasurer
	Stock handler	1805	Aviation
			General Services
			Purchasing
			Sewers
			Transportation
			Water
	Storekeeper	1811	Aviation
			General Services
			Purchasing
			Sewers
			Transportation
			Water
	Ward Clerk	0416	Streets & Sanitation

[A15/Unit 1]

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 2

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
3	Activity Coordinator	3860		13	
	Activity Coordr Aide II	3982		06	
	Asst. Elder Protective Inv	3065		11	
	Asst Spec Aging	3040		11	
	Asst Spec in Dis	3039		11	
	Asst Coord Field Ser	2931		15	
	Audio-Vision Tester	0903		07	
	Case Manger Asst	3429		11	
	Community Aide III	3525		09	
	Com Dis Contr Inv I	3433		10	
	Com Dis Contr Inv II	3434		12	
	Community Health Asst	3740		05	
	Comm Intrvtn Wkr	2940		11	
	Comm Mntl Hlth Wkr I	3565		07	
	Comm Mntl Hlth Wkr II	3567		10	
	Comm Outreach Coord I&I	3897		14	
	Community Rep I	3828		06	
	Comm Resource Specist	3966		12	
	Comm Serv Aide II	3848		07	
	Cons Investigator I	2490		11	
	Cons Investigator II	2491		12	
	Coord Publ Utilities	5981		15	
	Coord Spl Proj Bldgs	0316		16	
	Counselor	2966		12	
	Curriculum Coord	3865		13	
	Dental Assistant	3213		08	
	Dental Hygienist	3210		11	
	Disability Spec I	3074	G	03	
	Disability Spec II	3073	G	05	
	Elder Protective Invest I	3066	G	04	
	Elder Protective Invest II	3067	G	06	
	Elderly Aide I	3035		04	
	Elderly Aide II	3036		07	
	Elderly Aide III	3037		08	
	Envir Control Tech	2006		09	
	Envir Protection Tech	2079		11	
	Evaluation Specialist I	1761		12	
	Evaluation Specialist II	1759		13	
	Floriculturalist I	7910		10	
	Grants Research Spec	2989	G	07	
	Grants Specialist	2990		12	
	Health C/E Insp An	2391		13	
	Health Educator I	3419		09	
	Health Educator II	3420		11	
	Health Educator III	3421		12	
	Health Coordinator	3908		13	
	Housing Counselor	3823		12	
	Human Relations Invest I	3084		11	
	Human Relations Invest II	3085		13	
	Human Relations Invest III	3086		14	

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 2

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
3					
	Human Svcs Specst I	3827		12	
	Human Svcs Specst II	3826		13	
	Human Svcs Wrkr	3838		11	
	Hyptrnsn Res Proj Recr	3147		11	
	Investigator OPS I	9183		14	
	Investigator OPS II	9182		15	
	Investigator OPS III	9181		16	
	Lic Practical Nurse	3613		11	
	Maintenance Aide II	4224		09	
	Maintenance Aide III	4236		11	
	Management Rep	0365		11	
	Manpower Planner	1420	G	05	
	Medical Tech I	3133	G	03	
	Medical Tech II	3134	G	04	
	Medical Tech III	3135	G	05	
	Med X-Ray Tech II	3169		12	
	Microbiologist II	3177	G	05	
	Microbiologist III	3178	G	06	
	Microbiologist IV	3179	G	07	
	Nutrition Technician	3409		08	
	Parent Coordinator	3912		13	
	Park Naturalist Aide	7905		04	
	Park Naturalist Asst	7906		10	
	Pavillion Maint Aide	3499		08	
	Photo Technician	0920		09	Photo Tech
	Prog Coord of Dis Ser	3026		15	
	Prog Expeditor I	2932		12	
	Prog Expeditor II	2933		13	
	Prog Expeditor III	2934		14	
	Public Health Aide	3743		08	
	Pub Hlth Nutritionist I	3410	G	02	
	Pub Hlth Nutritionist II	3411	G	03	
	Public Vehicle Insp	1274		11	
	Rehab Const Specialist	1939		14	
	Relocation Rep	1915		12	
	Relocation Specialist	1901		13	
	Sanitarian I	2382		11	
	Sanitarian II	2381		12	
	Senior Aide	2962		SR	
	Sr Environment Inspector	2077		12	
	Sr Manpower Planner	1419	G	06	
	Sr Photo Technician	0921		11	Sr Photo Tech

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 2

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
3					
	Soc Serv Area Coordinator	3833		13	
	Social Work Aide	3996		04	
	Social Work Assistant	3574		11	
	Social Work Coordinator	3870		14	
	Social Worker	3931		13	
	Specialist in Aging I	3030	G	03	
	Specialist in Aging II	3031	G	05	
	Supv of Accounts	0177		14	
	Teacher Assistant HS	3907		05	
	Tcher-Parnt Child Center	3994		10	
	Unit Assistant	3006		06	
	Veterinary Assistant	3492		10	
	Warrant/Extratn Aide	9197		11	
	Youth Ed & Resource Spec	3015		11	
	Zoning Plan Examiner	1295		12	
	Zoning Planner	1445		12	

ATTACHMENT TO SCHEDULE 2

In Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Personnel, Budget & Management, and the City Council

Unit	Job Classification	T C	DEPARTMENT
3			
	Photographic Technician	0920	Graphics & Reproduction
	Sr. Photographic Technician	0921	Graphics & Reproduction

[A15/unit 3]

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 3

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
4	Accident Adjuster	7173		13	
	Accountant I	0101	G	03	
	Accountant II	0102	G	04	
	Accountant III	0103	G	05	
	Accountant IV	0104	G	06	
	Accounting Tech III	0184		12	
	Architect I	5401	G	05	
	Architect II	5402	G	06	
	Architect III	5403	G	07	
	Architect IV	5404	G	08	
	Asst Coord Arts Prog	0707		12	
	Auditor I	0191	G	04	
	Auditor II	0192	G	05	
	Auditor III	0193	G	06	
	Bond Research Spec	0203	G	07	
	City Planner I	1401	G	03	
	City Planner II	1402	G	04	
	City Planner III	1403	G	05	
	City Planner IV	1404	G	06	
	Civil Engineer II	5612	G	06	
	Civil Engineer III	5613	G	07	
	Civil Engineer IV	5614	G	08	
	Civil Engineer V	5615	G	09	Civil Engineer V
	Clincl Therapist I	3532	G	03	
	Clincl Therapist II	3533	G	04	
	Clincl Therapist III	3534	G	06	
	Comptr Appl Analyst I	1187	G	05	
	Comptr Appl Analyst II	1189	G	07	
	Coord Grants Mgmt	2905		14	
	Criminalist I	9244	G	03	
	Criminalist II	9245	G	05	
	Criminalist III	9246	G	07	
	Data Base Analyst I	1104	G	05	Data Base Analyst I
	Data Base Analyst II	1106	G	07	Data Base Analyst II
	Data Base Analyst III	1108	G	09	Data Base Analyst III
	Dentist	3203	M	SR	
	Electrical Engr II	5812	G	06	
	Electrical Engr III	5813	G	07	
	Electrical Engr IV	5814	G	08	
	Electrical Engr V	5815	G	09	
	Electron Micropst	3111	G	05	
	Environmental Eng I	2074	G	06	
	Epidemiologist	3407	G	09	
	Filtration Engr II	5528	G	06	
	Filtration Engr III	5518	G	07	
	Filtration Engr IV	5519	G	08	
	Govt Grants Spec I	2923	G	06	
	Govt Grants Spec II	2924	G	08	

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 3

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
4	Health Planner	1448	G	03	
	Landscape Arch. IV	5414	G	06	
	Mechanical Engineer II	6052	G	06	
	Mechanical Engineer III	6053	G	07	
	Mechanical Engineer IV	6054	G	08	
	Occupational Health Phys	3371	M	SR	Occupational Health Phys
	Oper Research Analyst	1143	G	04	
	Physician	3363	M	SR	
	Physician Specialist	3369	M	SR	
	Planning Analyst	2920	G	03	
	Prin Health Planner	1450	G	07	
	Prin Syst Engineer	1172	G	09	Prin Syst Engineer
	Prin Syst Programmer	1136		17	Prin Syst Programmer
	Psychiatrist	3384	M	SR	Phychiatrist
	Psychologist	3548	G	07	
	Public Health Social Wkr I	3580	G	03	
	Public Health Social Wkr II	3581	G	04	
	Public Health Social Wkr III	3582	G	06	
	Public Health Admin I	3465		12	
	Public Health Admin II	3466		14	Public Health Admin II
	Research Analyst	2922	G	03	
	Research Associate	2056	G	08	
	Sanitary Engineer II	5642	G	06	
	Sanitary Engineer III	5643	G	07	
	Sanitary Engineer IV	5644	G	08	
	Specification Engineer	1566	G	05	
	Sr Electrn Micropst	3112	G	08	
	Sr Health Planner	1449	G	05	
	Sr Oper Rsrch Analyst	1142	G	06	
	Sr Planning Analyst	2919	G	05	
	Sr Purch Contr Admin	1521		12	
	Sr Research Analyst	2921	G	05	
	Sr Revenue Analyst	0227	G	04	
	Sr. Statistician	1735		13	
	Sr Systems Programmer	1150		15	Sr. Systems Programmer
	Sr Systems Engineer	1167	G	07	
	Statistician	1734		11	
	Structural Engr III	5619	G	07	
	Structural Engr IV	5620	G	08	
	Structural Engr V	5622	G	09	
	Systems Accountant I	0142	G	06	
	Systems Accountant II	0143	G	07	
	Systems Auditor I	0158	G	06	
	Systems Engineer	1168	G	05	
	Systems Programmer	1151		14	Systems Programmer
	Sys Programmer/MIS	0611	G	05	

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 3

Unit	Description	TC	Schedule	Grade	See Attachment for Exclusions to Listed Title
4	Traffic Engineer II	6252	G	06	
	Traffic Engineer III	6253	G	07	
	Traffic Engineer IV	6254	G	08	
	Veterinarian	3310	G	09	
	Water Chemist II	5532	G	05	
	Water Chemist III	5533	G	06	
	Water Chemist IV	5534	G	07	
	Water Quality Tech IV	6114	G	05	
	Water Quality Tech V	6115	G	06	
	Water Research Spec	5535	G	09	

ATTACHMENT TO SCHEDULE 3

In Departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit:

Departments of: Personnel, Budget and Management, and the City Council.

UNIT	JOB CLASSIFICATION	TC	DEPARTMENT
4	Civil Engineer V	5615	Water
	Data Base Analyst, I	1104	Management Info Services
	Data Base Analyst II	1106	Management Info Services
	Data Base Analyst III	1108	Management Info Services
	Principal Systems Engineer	1172	Management Info Services
			Chicago Public Library
			Health
			Police
			Transportation
	Principal Systems Programmer	1136	Management Info Services/Police
	Public Health Administrator II	3466	Health
	Senior Systems Programmer	1150	Management Info. Services
	Systems Programmer	1151	Management Info. Services
	Occupational Health Physician	3371	Fire
	Psychiatrist	3384	Health

[A15/unit-4]

**ADMINISTRATIVE AND CLERICAL
TITLES WITHIN BARGAINING UNIT**

SCHEDULE 4

<u>Unit</u>	<u>Description</u>	<u>TC</u>	<u>Schedule</u>	<u>Grade</u>	<u>See Attachment for Exclusions to Listed Title</u>
5	Archival Specialist	0502	G	04	
	Audio Equipment Tech	0902		06	
	Audio Visual Spec	0901		11	
	Community Center Dir	0572	G	03	
	Librarian I	0501	G	04	
	Librarian I - MRL	0504	G	04	
	Librarian II	0506	G	05	
	Librarian II - MRL	0505	G	05	
	Librarian III	0574	G	06	
	Librarian III - MRL	0520	G	06	
	Librarian IV	0579	G	07	
	Librarian V	0585	G	08	
	Library Associate	0573	G	02	
	Library Page	0539		SR	
	Principal Storekeeper (Public Library only)	1815		09	Prin. Strkpr.
	Sr. Archival Spec	0507	G	05	
	Volunteer Serv Coord	0709		11	

In departments listed below, indicated job classifications are excluded from this bargaining unit. The following agencies are excluded completely from this bargaining unit: Personnel, Budget & Management, and the City Council.

<u>Unit</u>	<u>Description</u>	<u>TC</u>	<u>Department</u>
5	Principal Storekeeper	1815	Aviation General Services Purchasing Sewers Transportation Water

[A15/Unit 5]

CITY OF CHICAGO TUITION REIMBURSEMENT POLICY

General Purpose: To increase the effectiveness of City services to the citizens of Chicago by encouraging the personal development of City employees through education and training, as well as to prepare employees for advancement.

- I. **Effective Date:** This policy is effective June 1, 1981. Reimbursement for any course commencing on or after this will be subject to this policy statement.
- II. **Eligibility Requirements:**
 - A. **Applicants**
 1. Applicants must be City employees currently on a City payroll. Board of Education and employees of other governmental agencies are NOT eligible for this program.
 2. Applicants must be full-time (a minimum of 35 hrs. a week) or part-time (more than 17-1/2 but less than 35 hrs. a week) employees. Emergency appointments, seasonal employees, Student-As-Trainees and other student employees are NOT eligible.
 - B. **Educational and Vocational/Technical Institutions**
 1. Applicant's school of enrollment must offer resident classroom instruction and be chartered by and reside within the State of Illinois.
 2. Colleges and Universities must be accredited by the North Central Association of Colleges and Secondary Schools.
 3. Technical/Vocational Institutions must be licensed by the State of Illinois or the Commission of the National Association of Trade and Technical Schools.
 4. Courses offered at schools not so accredited may be approved by the Department of Personnel, if such courses have been authorized by a licensing board and/or professional association.
 - C. **Course of Study**

Courses of study must be related to the employee's current work or probable future work with the City of Chicago.
- III. **Conditions and Limitations on Reimbursement:**
 - A. Reimbursement is limited to two courses per term.
 - B. Reimbursement is for tuition only; cost for books, lab fees, late penalties, supplies and other special fees are NOT reimbursable.
 - C. Reimbursement will be limited by the amount of financial aid the employee receives from other sources.
 - D. Tuition fees paid to any City College of Chicago will NOT be reimbursed.
 - E. Reimbursement will be based on available funds.

- F. The application must be approved by the employee's Department Head or designated authority and by the Department of Personnel.
- G. All applications must be submitted to the Department of Personnel within 30 days after the date classes begin.
- H. In case of a work-related seminar, the application and accompanying letter of explanation must be approved by the Department of Personnel prior to the date of the seminar.
- I. The timely reimbursement of tuition to the employee is dependent upon the earliest of applications, release of Financial Aid Information forms, original grade reports and original receipts of payment by the Department of Personnel. Carbon, photostatic, or Xerox copies will NOT be accepted.
- J. Employees expecting late final grade(s) or for some other reason wishing to hold open their reimbursement request must promptly notify the Department of Personnel. Unless this procedure is followed, reimbursement will not be paid.

IV. Application Procedure:

- A. Undergraduate Student
 - 1. Complete two (2) copies of the Tuition Reimbursement Application form (PER-50).
 - 2. Complete one (1) copy of the Release of Financial Aide Information form (PER-51).
 - 3. Immediately send one (1) copy of the PER-50 form, without the departmental signatures, and the PER-51 form to the Department of Personnel, Staff & Organization Development, City Hall - Room 1101.
 - 4. Send the second copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature. When the second copy is received by the Department of Personnel, the application will be reviewed and the applicant will be notified of its approval or disapproval.
- B. Graduate and Vocational/Technical Students
 - 1. Complete steps A 1-4 as above.
 - 2. Prepare a letter of explanation to the Commissioner of Personnel, describing how your course of study is related to your present or future job duties. This letter is to be signed by the Department Head or designated representative and submitted with the second copy of the PER-50 to the Department of Personnel. Only one letter needs to be on file during your course of study.
- C. Work-Related Seminar Participants
 - 1. Complete two (2) copies of the PER-50 form.
 - 2. Immediately send one (1) copy of the PER-50 form without the departmental signatures to the Department of Personnel.
 - 3. Send the second copy of the PER-50 form through your department to secure the Department Head's or designated representative's signature.

4. Complete step B-2. The letter requested in this step must be APPROVED PRIOR to the start of the seminar.

V. Reimbursement Rates

Reimbursement is based on grade and granted on the following basis upon submission of original grade reports and original receipts of payment to the Department of Personnel. The rates are as follows:

- A. Undergraduate School
 1. Grade "A": Full-time--100%;Part-time--50%
 2. Grade "B" and "C": Full time--75%;
Part time--37-1/2%
- B. Graduate and Professional School
 1. Grade "A": Full time--100%; Part time--50%
 2. Grade "B": Full-time--75%; Part-time-- 37-1/2% (Grades of "C" are NOT reimbursable at this level of study)
- C. Grade of "Pass" in a course graded on a Pass/Fail basis: Full time--75%; Part time--37-1/2%.
- D. Work-related seminars are reimbursed for the registration fee only.

VI. Non-Compliance

Failure to comply with this policy will result in the disapproval of the application and non-payment of reimbursement. The Department of Personnel will, in all cases, exercise the final judgement as to whether or not reimbursement will be granted and, if so, the amount of reimbursement.

VII. Employee Resignation

In the event an employee commences an undergraduate or graduate degree program after the execution of this agreement, and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the employee, within one (1) year of obtaining such degree, voluntarily resigns from the employ of the City, all tuition costs (100%) reimbursed to the employee by the Employer for obtaining such degree shall be repaid to the Employer. If the employee voluntarily resigns after one (1) year but less than two (2) years after obtaining the degree, the employee shall repay one-half (50%) of the tuition reimbursement to the Employer. If the employee does not complete the degree program and voluntarily resigns from the employ of the City, the employee shall repay 100% of the tuition reimbursement received for any course completed within two (2) years of such resignation. Employees receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The Department of Personnel will administer the Tuition Reimbursement program without regard to race, color, religion, sex, age, national origin or handicap.

SIDE LETTER 1

December 4, 1985

Mr. Henry Bayer
AFSCME
201 North Wells Street -1850
Chicago, IL 60606

Dear Henry:

This letter is written to clarify the parties' negotiation intent.

1. In connection with our discussion of the interpretation of Section 20.2, Step III, G. of the grievance procedure, the Union expressed concern that under said G an employee would be subject to discipline for insubordinately refusing to follow a supervisor's order even in a case where the supervisor had improperly ordered an employee to do something and the supervisor's order repeatedly in the past had been found to be improper. The City agreed that such an employee would not be subject to discipline in such a case.

2. In connection with Section 12.4, in the event that there should be a substantial layoff and employees are on a recall list for six (6) months or more and it appears possible that their layoff may extend beyond the period of their recall rights, the parties, upon request of the Union, shall enter into good faith negotiations to extend the limits on the right of recall.

3. The parties agree that "spouse" within Section 11.1 means common law "spouse" or the equivalent of two non-married adults who live together.

4. By indicating sexual preference in Article 23, Non-Discrimination, it was agreed that the eligibility for insurance benefits shall not be expanded, i.e., for example, only legally married spouses are eligible for such benefits.

5. It is intended that the holiday pay provisions in Section 6.4 will apply to any holidays which are granted by the Employer to unit employees,, in addition to those listed in Section 6.1.

6. In Section 12.8 it is understood that although the Employer, subject to any limitations of this Agreement, may terminate an employee's assignment to a higher related job at any time within the Employer's discretion, the Employer will not unilaterally remove an employee from his/her assignment for the purpose of avoiding the retroactivity provisions for longevity pay.

7. An employee transferring to a position in his/her classification or to a position in an equal-rated pay grade shall be paid at his/ her same rate of pay.

8. Employees who are subject to layoff or laid off when 80 percent or more of all the bargaining unit positions are to be eliminated shall have their rights under Section 12.5 extended to all other City Departments.

9. The parties agree that the current practice with regard to coffee breaks, with respect to the grant and duration of such breaks by each department, shall continue during the term of the Agreement.

10. The parties agree that Section 10.5 means that the current practice permitting an employee to use vacation or other time due during an illness in order to keep his/her insurance in effect shall continue for the term of this Agreement.

11. In Section 16.6, "etc." refers to outside sales persons who are excluded from the Fair Labor Standards Act, and any job classifications which may be excluded from the Act in the future.

Sincerely,

/s/ Richard W. Laner

SIDE LETTER 2

June 28, 1996

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, IL 60606

Re: **1995-96 Contract Negotiations**

Dear Mr. Newman:

This letter is written to summarize the reclassification agreements reached during our recent collective bargaining negotiations.

The City of Chicago has conducted a thorough analysis and evaluation of the functions of the job titles listed below. Through this analysis, a determination has been made that certain titles should be reclassified per the attached memorandum. The effective dates for these reclassifications are also listed therein.

Finally, the two-step pay plan established for the classifications of Library Page (CPL) (539), Senior Aide (2962), Library Aide (0534), Clerk Trainee (0402) and Library Page (539), shall continue in effect as modified in our recent negotiations.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/adm

ATTACHMENT 1 TO SIDE LETTER 2

REGRADED JOBS

A. Effective January 1, 2001:

	<u>Code</u>	<u>Title</u>	<u>Regrade</u>
1.	1089	Accounting Technician I	09 - 10
2.	0205	Cashier	08 - 09
3.	0301	Administrative Assistant I	08 - 09
4.	0421	Revenue Account Specialist II	10 - 11
5.	0422	Intake Aide	09 - 10
6.	0423	Revenue Account Specialist I	09 - 10
7.	0805	Secretary	09 - 10
8.	0836	Senior Typist	07 - 08
9.	0903	Audio-Vision Tester	07 - 08
10.	1939	Rehabilitation Construction Specialist	14 - 15
11.	2077	Senior Environmental Inspector	12 - 13
12.	2078	Environmental Inspector	10 - 12
13.	2381	Sanitarian II	12 - 13
14.	2382	Sanitarian I	11 - 12
15.	3084	Human Relations Investigator I	12 - G5
16.	3085	Human Relations Investigator II	13 - G6
17.	3086	Human Relations Investigatory III	14 - G7
18.	3213	Dental Assistant	08 - 09
19.	3409	Nutrition Technician	08 - 09
20.	3499	Pavilion Maintenance Aide	08 - 09
21.	4239	Supervising Property Custodian	10 - 11
22.	5733	Computer Graphics Technician I	07 - 08
23.	6122	Safety Specialist III	12 - 13
24.	9197	Warrant and Extradition Aide	11 - 12

SIDE LETTER 3

July 28, 1988

Mr. Henry Bayer
AFSCME
29 North Wacker Drive - 800
Chicago, IL 60606

Dear Henry:

This letter is written to clarify the parties' negotiation intent.

1. It is the understanding of the parties that in the case of discipline based upon the results of a sustained OMI investigation, the employee so disciplined shall be entitled to receive a copy of that part of the OMI report, pertaining to the employee, upon which the discipline is based.

2. The Employer shall re-examine its policy regarding docking of employees for tardiness and shall announce a consistent policy within 30 days of the date of ratification of the agreement by the City Council. Prior to implementation, the Employer will discuss the policy with the Union committee.

3. The Employer shall send letters to Department Heads informing them of the identity of the six Local Presidents and their authorized activity under the contract.

4. A committee from the City and AFSCME shall meet at a time and a place mutually acceptable within a reasonable time of ratification of this Agreement in order to discuss the form used to complete performance evaluations of employees. At such a meeting, the parties may also discuss possible improvements in such performance evaluation form. Based upon these meetings, the committee may make recommendations to the Commissioner of Personnel.

5. The current policy with respect to marriage leave for Police Department employees shall continue for the life of this agreement.

6. Isom Settlement (01-86-009-003): The two annual days described in paragraph 5 of the grievance settlement executed 10/9/ 87 shall be continued for the life of the Collective Bargaining Agreement.

7. It is agreed that the attached letter (Attachment I) together with Article 25 comprises the parties entire Agreement with regard to Dues Check-Off and Fair Share.

8. The parties agree that employees formerly employed in a title in the AFSCME bargaining unit who were placed in a title in the Field Service Specialist Series on January 1, 1988 shall continue to be represented by AFSCME so long as they remain in a title in the Field Service Specialist Series. All other employees currently or subsequently placed in the field Service Specialist Series shall not be represented by AFSCME.

9. The parties agree that employees employed as Assignment Clerks prior to January 1, 1988, who, as of January 1, 1988 were reallocated to titles below pay grade 9 shall continue to receive all general wage increases, and longevity increases, if applicable, that are granted to other bargaining unit employees.

10. The Employer recognizes its obligation to assign bargaining unit work to bargaining unit employees consistent with Article 1.2 of its collective bargaining Agreement with the Union.

When a new or merged job titles is established pursuant to Article 13.1 of the collective bargaining Agreement which affects the classification status of incumbent employees represented by the Union, and the Employer determines not to retain the affected employees in the bargaining unit, the Employer shall so notify the Union.

If the Union believes the action violates Article 1.2 of the Agreement, it shall so notify the Employer and the parties shall within fourteen days of such notice select an arbitrator from their panel to arbitrate the dispute within thirty days of his/her selection.

If the Union petitions the Labor Board for inclusion of the title in its bargaining unit, the Employer and the Union shall act cooperatively to get a Labor Board decision as expeditiously as possible.

Employees whose positions are removed from the bargaining unit as a result of the foregoing shall have a right to a vacancy in an equal or lower-rated position for a period of one (1) year from the time of such removal provided they have the then present ability to perform the work without further training.

11. It is agreed that the Employer's work week as defined in Article 16.1--("The work week shall begin at 12 AM Sunday and end at 11:59 PM the following Saturday") is intended to apply to all of Article 16

12. Library Pages shall be allowed to bid on job postings in accordance with the attached Memorandum of Agreement. (See Attachment 2)

13. The intent of the parties' negotiations was to permit employees the option of selecting Compensatory time in lieu of cash for premium pay as well as for overtime and holidays.

Sincerely,

/s/ Joan Cole
Director of Labor Relations

ATTACHMENT 1 TO SIDE LETTER 3

Re: Article 25 of the Collective bargaining Agreement Between City of Chicago and AFSCME

Dear Henry:

This letter is to confirm our agreement that AFSCME Council 31 ("Union") will provide an itemized fair share notice ("Notice") which sets forth its major expenditures which qualify for fair share purposes, as well as a statement that the information on the Union's expenditures was obtained from its most recent annual audited financial statement. The Union will also provide, as part of the Notice, a description of the procedure available to non-member employees for the appeal and resolution of challenges to its fair share fee by an impartial decision-maker and a statement that disputed portions of fair share objectors' fair share fees will be placed in an escrow account while the objections are pending. Prior to distribution of the Notice to non-members, the Union shall submit the Notice to the individual or official designated by the Employer for that purpose. The initial Union Notice shall satisfy the above-mentioned requirements.

Pursuant to Section 25.1 of the Contract, the Employer will provide the Union with complete names and addresses, on a monthly basis, of all persons hired into the Union's bargaining unit. The Union shall notify in writing each non-member employee in its bargaining unit of his or her fair share obligation and shall be responsible for distribution of all fair share notices to non-members, including new hires, upon receipt of the names and addresses of these employees from the Employer. The Union will certify to the Employer that distribution of the Notice has been completed. The Employer shall not be responsible for the fair share processes, except as provided herein. The Employer shall not be a party to, but shall be bound by, any decision obtained through the Union's impartial fair share dispute resolution procedure. The Employer shall not be responsible under any circumstances to guarantee the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures.

The Employer shall not be obligated to remit a fair share deduction to the Union until it has distributed a fair share notice and dispute resolution procedure consistent with the terms of this letter and of Section 25.2 of the contract. In the event of a dispute as to compliance, the Employer and the Union shall place deductions in an interest bearing account and proceed to an expedited arbitration on the issue(s) raised by the Employer.

In connection with the indemnification provision of Section 25.1 of the contract, it is further agreed that in the event of a claim, suit or demand brought against the Employer arising out of any action taken for the purpose of complying with the provisions of Article 25 of the contract, or in reliance upon any list, notice, certification or assignment furnished thereunder, the Employer shall have the option of representing itself through the office of the Corporation Counsel or through the appointment of a Special Assistant Corporation Counsel. In either event, the Employer shall be solely responsible for the payment of the attorney's fees so generated in representing itself. If, however, the Employer does not exercise either of the above options, the Union shall be solely responsible for the payment of attorney's fees incurred in the defense of the Employer, provided that the Union shall, after consulting with the Employer, select the attorney(s) to represent the Employer.

Very truly yours,

City of Chicago

/s/ Joan Cole
Director of Labor Relations
City of Chicago

Agreed to on behalf of
American Federation of State,
County, and Municipal Employees,
Council 31

/s/ Henry Bayer
Associate Director
AFSCME Council 31

ATTACHMENT 2 TO SIDE LETTER 3

Pursuant to the agreement between the employer and the Union dated 10/9/87, the parties agree to the following procedure for the purpose of informing Library Pages of all City of Chicago job vacancies.

1. All incumbent Library Pages shall be provided with a letter informing them of their right to full time employment with the City, and a list of sites where all City-Wide job vacancies shall be posted on a timely basis. The content of the letter shall be approved by the Union.

2. All City-Wide postings shall be posted on a timely basis in the following work locations.

Sulzer Library
4455 North Lincoln
Chicago, Illinois 60625

Woodson Library
9525 S. Halsted
Chicago, Illinois 60628

Cultural Center
78 E. Washington Street
Chicago, Illinois 60602

Central Library
425 N. Michigan Avenue
Chicago, Illinois 60611

In addition, the City of Chicago shall send to the Union on a timely basis a copy of all such job postings.

3. The Department of Personnel shall inform each City Department of the job rights of Library Pages and shall provide the Union with a copy of said letter.

4. Newly-hired Library Pages shall also be informed of their rights to full-time City employment in Writing as in #1 above.

This Agreement shall be in effect from the date of this Agreement for the duration of the Collective Bargaining Agreement currently under negotiations.

Except as may be modified by this Agreement, the Collective Bargaining Agreement shall remain in full force and effect.

Any disputes arising over the interpretation or application of this Agreement shall be resolved through the contractual grievance procedure.

AGREED

/s/ Rose Daylie
Associate Director
AFSCME Council 31

AGREED

/s/ Joan Cole
Director of Labor Relations
City of Chicago

SIDE LETTER 4

April 12, 1988

Mr. Bruno Caruso
Laborer's Union Local 1092
205 West Wacker
Chicago, Illinois 60606

Dear Bruno:

Pursuant to our phone conversation today, I am writing this letter to confirm what I understand to be our agreement:

1. The Field Service Specialist job titles shall be placed in the Laborer's bargaining unit; however, those employees formerly employed in an AFSCME bargaining unit shall retain their membership in AFSCME and shall continue to be covered by the AFSCME contract.

2. As former AFSCME employees are displaced, new employees shall be represented by the Laborer's Union.

3. The Laborer's shall retain the title of Field Payroll Auditor; however, employees classified as Field Payroll Auditors in the Department of Health shall be reclassified as Head Clerks and shall be represented by AFSCME and be covered by the AFSCME Contract.

If this represents your understanding of our agreement, please sign below so we can present this to the City to begin the necessary paperwork.

If you have any questions, please call me.

Faternally,

/s/ Henry Bayer
Associate Director
AFSCME Council 31

Agreed: /s/ Bruno Caruso
Secretary-Treasurer
Date: 4-19-88

SIDE LETTER 5

September 15, 1988

Mr. Henry Bayer
Associate Director
AFSCME Council 31
29 North Wacker Drive - 800
Chicago, IL 60606

Dear Mr. Bayer:

This is to inform you that the new Medical Benefits Plan Document will provide that unmarried children under 25 years of age of employees hired prior to July 31, 1984 will be covered by the Plan.

It is understood that this resolves any and all issues relative to coverage for dependents over the age of 19, both now and in the future.

Sincerely,

/s/ Joan Cole
Director of Labor Relations

SIDE LETTER 6

LETTER OF UNDERSTANDING

TO: Joan Cole

A bargaining unit employee who accepts a position in another city department shall not be required to resign his/her former position as a condition of employment in the new department, and such a resignation shall be a nullity.

Henry Bayer

ACCEPTED: Joan Cole

DATE: May 19, 1992

SIDE LETTER 7

Mr. Henry Bayer
Chairman
AFSCME Council 31
29 N. Wacker - 800
Chicago, Illinois 60606

RE: 1991-92 Negotiations

Dear Mr. Bayer:

It was agreed during the 1991-92 contract negotiations between the City of Chicago and AFSCME that the following listed positions shall be exempt from the provisions of Section 12.5, 12.7 and 12.8:

Shift Supervisor, Telecommunications,
Mayor's Office of Information and Inquiry

Coordinator of Public Utilities, Dept of Sewers

Very truly yours,

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

SIDE LETTER 8

Mr. Henry Bayer
Chairman
AFSCME, Council 31
29 N. Wacker- 800
Chicago, Illinois 60606

RE: 1991-92 Contract Negotiations

Dear Mr. Bayer:

This letter is to confirm our agreement in the 1991-92 contract negotiations pertaining to the City's Drug and Alcohol testing proposal.

It was agreed and understood that the proposal is not intended to apply to or supersede the currently applicable drug and alcohol testing policy applied to Police Department Employees. Further, it was agreed that following the issuance of the State Labor Board ruling as to the drug and alcohol testing issue involving evidence and recovered property and crime lab employees, the parties will reopen the Agreement to negotiate the drug and alcohol testing plan applicable to these categories of employees

Very truly yours,

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

SIDE LETTER 9

CHICAGO POLICE DEPARTMENT AND AFSCME MEMORANDUM OF AGREEMENT

Pursuant to Article XX (b), the parties agree to the following:

1) The provisions of Article 20 and Article 21 will exclusively govern discipline and pre-discipline procedures

2) In the event of discipline pursuant to a complaint register investigation, the pre-disciplinary procedures provided for in Article 20 (b) may be performed by the employee's immediate supervisor, a senior supervisor, the investigator who participated in the investigation, or the investigator's supervisor.

3) In the event of discipline pursuant to summary punishment, the pre-disciplinary procedures provided for in Article 20 (b) will be performed by the supervisor administering the summary punishment.

4) The Police Department's procedures of; a) the complaint review panel hearing for both complaint register investigations and summary punishment b) the summary punishment action/penalty appeal hearing; and c) the police board review of suspension for six (6) to ten (10) days, will not be applicable.

SIDE LETTER 10

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 N. Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

RE: 1991-92 Contract Negotiations

Dear Mr. Newman:

This is to confirm our understanding reached during the 1991-92 City of Chicago - AFSCME negotiations as to the City's proposal to change Section 7.3 of the Agreement.

In response to your questions, it was agreed by the City that if an employee was off on duty disability for six months in the same calendar year, he/she will continue to accrue vacation time during that absence, and he/she will be able to take that time during the following calendar year as per the vacation provisions of the Agreement.

Very truly yours

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

SIDE LETTER 11

June 6, 1996

Mr. Michael Newman
Assistant Director
AFSCME Council 13
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: Job Audits

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1995-1996 contract negotiations between the City of Chicago and AFSCME Council 31 regarding audits of existing jobs.

It was agreed, notwithstanding the provisions of Section 12.9 of the Agreement, that the City and the Union may mutually agree to forego posting a job which has been audited and where the incumbent has been found to be acting in a higher-rated job, and to implement the results of the job audit as to the incumbent employee.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/mrs

SIDE LETTER 12

June 6, 1996

Mr. Michael Newman
Assistant Director
AFSCME Council 13
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: AFSCME Negotiations

Dear Mr. Newman:

This letter will set forth the parties' agreement reached in the 1995-96 City of Chicago - AFSCME negotiations with respect to the issue of alternate medical coverage in the case of employees who fail to comply with the City's medical plan enrollment requirements.

1. The City will offer alternate coverage for individuals who (a) are otherwise eligible under the Plan; (b) have been denied coverage under the Plan because they failed to comply with the Plan's enrollment requirements; (c) first became eligible for coverage subsequent to the close of the last most recent open enrollment period; and (d) agrees to pay the required premium.

2. In addition to the foregoing, persons who are entitled to coverage as the spouse of an eligible employee shall not be eligible for alternate coverage if the spouse is currently covered by other medical insurance coverage. Also, the employee must not be covering another person as spouse at the time the application for coverage is made by the employee.

3. When an employee who has applied for coverage for an otherwise eligible dependent is denied coverage because of failure to meet enrollment deadlines, the employee shall be notified of the availability of the Alternative Coverage. The employee shall have thirty days to respond to the offer of alternative coverage. The employee shall elect one of the following:

- (a) Retrospective coverage. Coverages shall be effective as of the date the dependent would have been eligible for coverage had the employee completed the enrollment on a timely basis. If the employee elects retrospective coverage, the employee must pay the required premium from the date of eligibility forward until the next occurring December 31. Premium shall be due for the period of retrospective coverage upon

submission of the application. Premiums shall be due thereafter on the first day of the month for which the premium is applicable.

- (b) Prospective coverage only. Coverage shall be effective as of the first day of the month occurring after the application for coverage and the first premium payment is submitted by the employee. Premiums shall be due thereafter on the first day of the month for which the premium is applicable.
- (c) In the event the employee fails to apply for Alternative Coverage within the time specified, the employee may next apply for coverage for the dependent during the open enrollment period. No further offer of Alternative Coverage shall be made to the employee with respect to the applicable dependent.

4. The Alternative Coverage shall be provided on the same basis as the coverage of the plan selected by the employee. Coverage shall be made available under the Alternative Plan as of the Effective Date of the Alternative Coverage without regard to pre-existing conditions. The dependent covered under the Alternative Coverage will be included in the membership unit of the employee. Further, covered expenses will be included in any calculation of deductible or out-of-pocket expenses, annual and lifetime benefit maximums in accordance with the applicable plan..

5. The cost of the Alternative Coverage as of the effective date of this amendment shall be \$130 per covered person per month. However, no employee shall be required to pay more than \$390 per month effective with the effective date of this amendment. The premium for the Alternative Coverage shall be adjusted on each January 1 occurring thereafter by the amount of the change in the Medical Care Component of the Consumer Price Index for Urban wage Earners for the most recently reported 12 months.

6. Premiums for the Alternative Coverage shall be made in the form of a check or money order. Cash cannot be accepted, nor can a deduction be made from the paycheck of an employee. In the event an employee submits a check which is returned from the bank because of non-sufficient funds (NSF), the Alternative Coverage shall be terminated as of the last day for which premium payments have been received.

I trust this letter accurately reflects our agreement. If so, please initial a copy of this letter and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/mss

ACCEPTED AND AGREED ON BEHALF OF
AFSCME COUNCIL 31

By: _____

Dated: _____

SIDE LETTER 13

Pursuant to the negotiations between AFSCME and the City of Chicago, the PPO Plan provided by the City of Chicago to employees and their dependents has been modified effective January 1, 1997, as follows:

Basic Plan Design

1. Deductible: The annual deductible shall be \$150 for an individual/and \$250 per family. Expenses of all covered family members will be combined to meet the family deductible. However, at least one person in the family must meet the \$150 individual deductible before expenses are combined to meet the family deductible.

2. Out-of-Pocket Limit (including deductible): The annual out-of-pocket limits shall be \$1,000 per individual/\$2,000 per family within the PPO network, and \$3,500 per individual/\$7,000 per family out-of-network.

3. Physician Charges: Physicians shall be covered at a coinsurance level of 90% after deductible in network and 70% of the PPO approved amount after deductible out-of-network.

4. Outpatient Provider Selection (PPO): Physician co-insurance shall be 90% after deductible in-network and 70% of the PPO approved amount after deductible out-of-network.

5. Outpatient Mental Health/Chemical Dependency: Treatment is covered at 80% to a maximum of \$5,000 in covered expenses per year. Benefits beyond seven (7) sessions shall be paid only with pre-certification. Maximum covered expense is \$100 per session. Effective January 1, 1997, services by Licensed Clinical Social Workers will be covered.

6. Other Outpatient Services: These services shall be covered 90% in-network and 80% out-of-network, after the annual deductible has been met. Out-patient speech and occupational therapy is covered to the extent that it restores function previously present in an individual who had fully developed skills that were lost due to injury or illness. Therapy to acquire function, or to maintain a level of functioning for a covered person who has not previously reached the level of intellectual, speech, motion or physical development normally expected for the covered person's age would not be covered. Sessions in excess of ten (10) in any calendar year would require approval by the utilization review vendor.

7. PPO Hospital Selection: network hospitals are limited to the hospitals that are part of the PPO provider network selected by the City. Out-of-network benefits are payable at any other hospital.

8. Hospital Admission Deductible: There shall be no hospital admission deductible for PPO network hospitals. There shall be a \$300 per admission deductible for out-of-network hospitals, with a maximum of two (2) such deductibles per family per plan year.

9. Inpatient Coinsurance: Hospital coverage shall be 90% in-network, and 60% out-of-network.

10. Inpatient Mental Health/Chemical Dependence (MH/CD): Courses of treatment for inpatient chemical dependency shall include the continuum of care used to treat a particular diagnosis. A new course of treatment will be considered when there is a thirty (30) day or longer period of time with no treatment or clinical supervision provided.

<u>In-Network Co-Insurance:</u>	<u>City</u>	<u>Employee</u>
First treatment	90%	10%
Second treatment	80%	20%
Subsequent treatments	50%	50%

<u>Out-of-Network Co-insurance:</u>	<u>City</u>	<u>Employee</u>
First treatment	75%	25%
Second treatment	60%	40%
Subsequent treatments	0%	100%

It is understood that the first in-network chemical dependency treatment remains subject to the out-of-pocket maximum. Co-payments after the first course of in network treatment, and all out-of-network treatments, will not count toward any out of pocket limit.

All MH/CD treatment is subject to utilization review and is subject to the following maximums: \$37,500 annual individual/\$250,000 individual lifetime/\$500,000 family lifetime. The maximum lifetime benefit provisions of the Plan still shall apply.

All chemical dependency and mental health treatment is subject to review by the utilization review program. Additionally, to be considered under the chemical dependency/mental health benefit structure, a claim for benefits must include a primary DSM-III-R (Diagnostic and Statistical Manual of Mental Disorders - Third Edition - Revised) diagnosis (or diagnosis under a subsequent revision).

11. Alternatives to Inpatient MH/CD treatment: The plan shall cover residential treatment, partial hospitalization, structured outpatient, and follow-up treatment to inpatient treatment when certified by utilization review. Coverage shall be 90% in-network, after the deductible and 60% out-of-network, after the deductible. Benefits shall be paid only with pre-certification.

12. Prescription Drugs: Prescription co-payments do not apply to out of pocket maximums and are as follows:

Within the PPO network:

Retail Drugs

- (a) for drugs on the City's Preferred Drug List, co-payments for up to the lesser of a 34 day supply or 100 units are as follows: (i)\$6.00 for generic drugs and brand name drugs for which there is no generic equivalent; and (ii)\$6.00 plus the difference between the price of the brand name drug and the generic drug for brand name drugs for which there is a generic equivalent. Said co-payments will be \$7.00 effective January 1, 1998 and \$8.00 effective January 1, 1999.
- (b) for drugs not on the City's Preferred Drug List, co-payments for up to the lesser of a 34 day supply or 100 units are as follows: (i)\$8.00 for generic drugs and brand name drugs for which there is no generic equivalent; and (ii)\$8.00 plus the difference between the price of the brand name drug and the generic drug for brand name drugs for which there is a generic equivalent. Said co-payments will be \$9.00 effective January 1, 1998 and \$10.00 effective January 1, 1999.

Mail Order Drugs

- (a) for drugs on the City's Preferred Drug List, co-payments for up to a 90 day supply are as follows: (i)\$5.00 for generic drugs; (ii)\$15.00 for brand name drugs for which there is no generic equivalent; and (iii) \$5.00 plus the difference between the price of the brand name drug and generic drug for brand name drugs for which there is a generic equivalent.
- (b) for drugs not on the City's Preferred Drug List, co-payments for up to a 90 day supply are as follows: (i) \$10.00 for generic drugs; (ii) \$20.00 for brand name drugs for which there is no generic equivalent; and (iii) \$10.00 plus the difference between the price of the brand name drug and generic drug for brand name drugs for which there is a generic equivalent.

Coverage outside the Prescription PPO Network

Coverage outside the Prescription PPO network will continue under the current policy:

In Area: 60% coverage subject to brand/generic differential

Out-of-Area: 90% coverage subject to brand/generic differential

Non-equivalent generics:

There are several brand name drugs for which the generic equivalents have not proven to be effective clinical substitutions based upon industry wide and generally accepted clinical literature and/or medical research. Such brand name drugs shall be treated as generic drugs under the City's prescription plan.

This list shall be subject to continual review and change in the proposed Labor/Management Committee.

In the event there arises a dispute concerning whether a specific brand name drug should be treated as generic under this policy, an aggrieved employee will be allowed to raise this issue in the Plan's appeal process.

13. Maximum Benefit: The maximum lifetime benefit under the plan is \$1.5 million per person.

14. Coordination of Benefits: The plan coordination of benefits provisions shall remain unchanged at 100% coordination of benefits.

15. Employee Contributions: Employee contributions are to be made on a pre-tax basis. The required contributions are spelled out in the Collective Bargaining Agreement. Employees may decline coverage for themselves or their dependents if they so choose during the initial benefit choice period, and may re-enroll during the annual benefit choice period.

16. Administration: The City will have a single plan administrator, with carve-outs as appropriate.

17. Labor/Management Committee on Health Care:

The City of Chicago and the participating labor organizations hereby establish the "Labor Management Committee on Health Care." The Committee shall consist of four (4) representatives selected by the participating labor organizations and four (4) representatives selected by the City, plus the City Comptroller or his/her designee, who shall serve as Committee Chair.* The Committee shall meet not less than once each calendar quarter.

The purpose of the Committee shall be to monitor the performance of the City's health care plan and to discuss ways to improve plan operation and administration on an on-going basis, including such items as:

- the prescription drug plan, provider network and the mail order program,
- carve-outs for administrative efficiency and benefit efficacy,

- revisions to the list of providers participating in the hospital PPO.

This committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the rights regarding the benefit plan contained in any Collective Bargaining Agreement nor does it in any way diminish the responsibilities, rights, and prerogatives of the City regarding the administration of the plan.

*The size and composition of the committee may be increased upon agreement of the parties.

PPO Hospital Network Changes

No change, modification or alteration in the composition of the hospital network in effect at the time this agreement is executed shall be made except in strict compliance with the following:

A. The participating labor organizations shall be notified in writing of the intent to change at least sixty (60) days prior to the proposed change where circumstances are within the City's control. In other cases, the City will provide the maximum notice as is practicable under the circumstances.

B. The notice referred to shall provide sufficient information to explain the contemplated action and shall include, at a minimum, but not limited to:

1. The affected institutions
2. The precise reason(s) the action is being contemplated.
3. The number of covered participants (employee and/or dependents) receiving in-patient service from such affected facility at the time the notice is given.
4. The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility during the preceding four (4) calendar quarters.

C. Upon request, the City shall meet to discuss the proposed change, shall provide all additional relevant information which is reasonably available, and shall be responsible for such notices to participants as may be reasonably demanded by the participating Labor organizations.

The City represents that any change, modification or alteration as a matter of policy shall not be made or permitted for arbitrary or discriminatory reasons and shall not result in the unavailability of health care services in a specific geographic area.

In-Network/Out-of-Network Care

In-network co-insurance benefits shall be paid to eligible participants for the following out-of-network care or services:

1. Emergencies defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.
2. Care ordered by a physician which, after review by the UR vendor is:
 - a. medically necessary; and
 - b. only available at a non-network hospital, or the proposed treatment is performed so infrequently in-network that direction to a non-network hospital is medically appropriate; or
 - c. available at a network hospital to which the patient cannot be safely transported (only until such time as the patient can be safely transported to the network facility, arrangements for which should be initiated once care has begun), provided the cost of the transfer shall be paid by the plan; or
 - d. care rendered beyond a fifty (50) mile radius (from any network hospital) where participant is domiciled or stationed.

Transition Language

In network co-insurance levels will remain in effect under the following conditions (this policy does not apply to prescription drugs):

If an employee/dependent is hospitalized, benefit levels shall remain intact until the day after the employee is discharged from the hospital. If the employee/dependent is transferred to a non-network facility, benefits will be subject to the In-Network/Out-of-Network language above. The in-network level of benefits shall be continued at a non-network facility in the event that clinical considerations, as approved by the utilization review vendor, warrant continuity of care.

HMO Benefits

Employee contributions for HMO coverage are to be made on a pre-tax basis. The required contributions are spelled out in the Collective Bargaining Agreement. Employees may decline coverage for themselves or their dependents if they so choose during the initial benefit choice period and may re-enroll during the annual benefit choice period.

Health Maintenance Organization medical coverage shall be offered to employees as an alternative to the PPO medical plan. Effective January 1, 1997 the employer agrees to offer at least three Health Maintenance Organizations offering the same package of covered services

during the term of the contract. The HMO's selected by the employer shall provide reasonable geographic access within the boundaries of the City of Chicago.

During the term of the contract, the medical services listed below shall be included as covered so long as such services provide diagnosis or treatment of an illness or injury in accordance with generally accepted medical practice and are not experimental or investigational as defined by the HMO:

Semi-private in-patient hospital accommodations in an HMO affiliated hospital, such services to be provided without deductible, subject to the days limits in the certificate of coverage;

Out-patient hospital services in an HMO affiliated hospital, including emergency room care, such services to be provided without deductible;

Out-patient physician services provided by an HMO affiliated physician, such services to be provided after the covered person has paid \$5;

Prescription drug services, such services to be provided in accordance with the dispensing protocols of the HMO and after the covered person has paid a co-payment of \$5 per prescription with mandatory generic dispensing. Injectable drugs shall be made available on the same co-payment basis as other drugs; and,

Mental Health Treatment services, such services to be provided up to 30 out-patient visits per covered person and no less than 30 days of in-patient care per year. Nothing herein shall prevent the HMO from "trading" in-patient services to increase the amount of out-patient services available to the covered person.

Additional services currently offered by the majority of HMO's offered by the City as of January 1, 1996 will be continued. However, the terms of these additional services will be standardized so that any HMO offered to employees offers the same package of benefits.

All services are subject to medical necessity review and other procedural reviews as required by the HMO. Nothing herein shall require the HMO to offer services in excess of those required by applicable federal, state and local law, ordinance or regulation.

Benefit Choice Period

Employees may switch health care providers for themselves (and their eligible dependents) during the annual benefit choice period. Change in level of coverage (single, couple, family) outside of the annual enrollment period must comply with the requirements of the Internal Revenue Code and pursuant to the City Pre-Tax Contribution Plan effective January 1, 1993.

Insurance Continuation in the Event of Layoff

Effective May 1, 1996, insurance continuation in the event of layoff shall be provided for the end of the month of layoff plus the next four (4) succeeding months. Laid off employees are required to pay their normal share of medical contribution. Insurance continuation under this provision is applicable to the COBRA period.

ATTACHMENT TO SIDE LETTER 13

In the event the Plan provides benefits for injury, illness, medical care or other loss (the "Injury") to any person, the Plan is subrogated to all present and future rights of recovery that person, his parents, heirs, guardians, executors, or other representatives (individually and collectively called the "Participant") may have arising out of the Injury. The Plan's subrogation rights include, without limitation, all rights of recovery a Participant has: 1) against any person, insurance company or other entity that is in any way responsible for providing or does provide damages, compensation, indemnification or benefits for the Injury; 2) under any law or policy of insurance or accident benefit plan providing No Fault, Personal Injury Protection or financial responsibility insurance; 3) under uninsured or underinsured motorist insurance; 4) under motor vehicle medical reimbursement insurance; and, 5) under specific risk or group accident and health coverage or insurance, including, without limitation, premises or homeowners medical reimbursement, athletic team, school or workers compensation coverages or insurance.

Upon notice of an Injury claim, the Plan may assert a subrogation lien to the extent it has provided, or may be required to provide, Injury-related benefits. Notice of either the Plan's right of subrogation or the Plan's subrogation lien is sufficient to establish the Plan's rights of subrogation and entitlement to reimbursement from insurers, third parties, or other persons or entities against whom a Participant may have an Injury-related right of recovery. The Plan shall not be required to intervene in any litigation in order to enforce its subrogation rights. The Plan is authorized, but is not required, to institute legal action in its name and/or in the name of the Participant in order to enforce the Plan's subrogation rights.

The Participant and anyone acting on his behalf shall promptly provide the Plan or its authorized agents with information it deems appropriate to protect its right of subrogation and shall do nothing to prejudice that right and shall cooperate fully with the Plan in the enforcement of its subrogation rights. The amount of the Plan's subrogation claim shall be deducted first from any recovery by or on behalf of the Participant. Neither a Participant nor his attorney or other representative is authorized to accept subrogation or other Injury-related reimbursement payments on behalf of the Plan, to negotiate or compromise the Plan's subrogation claim, or to release any right of recovery prior to the payment of the Plan's subrogation claim.

The Participant and all other parties to a recovery are required to contact the Plan to determine, and arrange to pay the Plan's subrogation claim at or prior to the time an Injury-related payment or settlement is made to or for the benefit of the Participant. If the Participant obtains a payment or settlement from a party without the Plan's knowledge and agreement, the Plan shall be entitled to immediate reimbursement of its total subrogation claim from the Participant or any party providing any Injury-related payment. In the alternative, the Plan, in its sole discretion, may deny payment of benefits to or on behalf of the Participant or any otherwise eligible member of the Participant's family for any otherwise covered claim until the amount of the unpaid coverage is equal to and offset by the unrecovered amount of the Plan's subrogation claim.

The Plan Administrator or its authorized agents are vested with full and final discretionary authority to construe subrogation and other Plan terms and to reduce or compromise the amount of the Plan's recoverable interest where, in the sole discretion of the Plan Administrator or its authorized agents, circumstances warrant such action. The Plan shall not be responsible for any litigation related expenses or attorney fees incurred by or on behalf of a Participant in connection with an Injury claim unless the Plan shall have specifically agreed in writing to pay such expenses or fees.

The payment of benefits to or on behalf of the Participant is contingent on both the Participant's full compliance with the Plan's provisions, including the subrogation provision, and, when the Plan deems appropriate, the Participant's signing of a reimbursement agreement. However, the Participant's failure to sign this reimbursement agreement will not affect the Plan's subrogation rights or its right to assert a lien against any source of possible recovery and to collect the amount of its subrogation claim.

SIDE LETTER 14

June 6, 1996

Mr. Michael Newman
Assistant Director
AFSCME Council 13
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **Drug Testing**

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1995-1996 contract negotiations between the City of Chicago and AFSCME Council 31 with respect to drug and alcohol testing procedures.

It was agreed and understood that action will not be taken on a "positive" drug test result until after a qualified Medical Review Officer (MRO) has met and discussed the results with the employee in order to determine if there is a legitimate medical explanation for the positive test result.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Labor Negotiator
City of Chicago

MWD/mrs

SIDE LETTER 15

June 6, 1996

Mr. Michael Newman
Assistant Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: **1995-1996 Contract Negotiations**

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 1995-96 contract negotiations between the City of Chicago and AFSCME Council 31 on the items listed below:

1. **Bilingual employees:** Within thirty (30) days of the notification of this Agreement, the parties will meet for the purpose of implementing the bilingual arbitration decision (grievance #920602) of August, 1992, and discussing other issues related to the use of bilingual employees.
2. **Paid time off:** If during the 1995-96 negotiations with the Coalition the City of Chicago provides the Coalition with additional paid time off which is not currently provided to AFSCME-represented employees, the City of Chicago will include such additional paid time off in its agreement with AFSCME Council 31.
3. **Unresolved grievances:** Beginning not later than thirty (30) days following ratification of this Agreement, designated representatives of the Union and of the City shall meet and confer in good faith as to the resolution of outstanding grievances which were awaiting arbitration prior to the ratification of this Agreement. The parties commit to use their best efforts to eliminate this backlog by one or more of the following courses of action to be taken by mutual agreement: withdrawal of grievances; non-precedential settlement; grievance mediation; "fast-track" expedited arbitration; and any other mutually agreeable procedure. Both parties reserve the right to designate specific cases for regular arbitration.
4. **Grievance process:** The parties agree that the inordinately long period of time frequently taken to resolve grievances is not acceptable. In the interests of

improving the Labor/Management relationship, the parties agree to meet within ninety (90) days of the ratification of this agreement for the purpose of improving the grievance process at each step of the procedure. The parties agree that their mutual goal is to see grievances resolved at the lowest possible step, and that their mutual goal is that the parties at each step have the desire and the authority to resolve grievances, and that the parties will work diligently to resolve grievances as expeditiously as possible.

5. **Side letter:** Unless otherwise noted, all side agreements and/or settlement agreements are extended and shall continue to be in effect. During the drafting of the final contract document incorporating the revisions agreed to in these negotiations, the parties will meet and confer regarding which existing side letters can and should be incorporated into the contract language or attached to the contract. It is understood that all side letters will remain attached to the contract unless a decision to do otherwise is mutually agreed to and that the decision to remove an agreement from the back of the contract or not attach other agreements will not be regarded as withdrawal of an existing side letter.

Please initial a copy of this letter if it accurately reflects our agreement.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee

MWD/mrs

SIDE LETTER 16

June 5, 1996

Memorandum of Understanding
Child Support Delinquencies

In the event that an employee fails to voluntarily comply with all court-ordered child support obligations, the City shall continue its current practice of garnishing employee's wages, pursuant to an appropriate court order. This provision assures that employees will be in compliance with eh court-ordered child support obligations, either voluntarily or involuntarily, and therefore should preclude the need for any disciplinary action over this matter.

/s/ Michael Newman

AFSCME

City of Chicago

4/16/97

Date

Date

SIDE LETTER 17

City Clerk Memorandum of Understanding December 20, 1995

WHEREAS, representatives from the City Clerk's Office and AFSCME agreed in the April 12, 1995 memorandum of understanding to further discuss the issue of overtime hours in the Council Division, the parties have reached the following agreement.

Employees in the City Council Division of the City Clerk's Office shall be compensated at a rate of two times the regular straight-time hourly rate of pay for all hours of work performed in excess of sixteen (16) hours per day. This overtime will be compensated in the form of pay or compensatory time at the employee's option. Employees who work beyond 9:30 p.m. will be provided cab coupons, when such coupons are available. At the employee's option, he or she may choose to be reimbursed for his or her parking cost instead of receiving cab coupons when the employee works beyond 9:30 p.m. The Employer reserves the right to designate parking lots where employees receiving reimbursement may park. The Employer will require receipts from employees whenever employees use cab coupons or request parking reimbursement.

The Employer shall post notice of potential overtime opportunities in the City Council Division for other qualified employees in the City Clerk's Office. The notice shall include the specific qualifications for the classifications which may be required to work overtime.

Employees who volunteer for potential overtime must be qualified to perform the work. The Employer may require employees to pass entry level tests for the affected position or positions to qualify. The Employer may also require employees to be trained in the City Council Division in order to qualify. A volunteer pool will be created from those employees deemed qualified. The determination of whether an employee is qualified will be made by the Employer.

Whenever the Employer is reasonably able to anticipate a need for overtime that would require employees in the City Council Division to work more than sixteen (16) consecutive hours, the Employer may request volunteers from the qualified pool on a seniority basis.

If an employee selected from the qualified pool receives a negative evaluation, or performs at a level that would cause the Employer to impose a sanction on the employee, that employee shall be permanently removed from the qualified pool.

Nothing in this agreement is a guarantee of overtime for the volunteer pool.

The Employer will attempt to use volunteers for a one year trial time period, provided that qualified volunteers are available and willing to work. After this trial period, the Employer may, at its discretion and upon notice to the Union, discontinue the use of volunteers.

The Employer will meet with the Union, upon request, to discuss its decision or alternative suggestions from the Union.

FOR THE CITY

FOR THE UNION

/s/ Michael Newman

Date: _____

Date: 4/6/97

SIDE LETTER 18

Pursuant to the negotiations between AFSCME and the City of Chicago, the PPO Plan and the HMO Plan provided by the City of Chicago to employees and their dependents has been modified effective January 1, 2001, unless otherwise provided, as follows:

1. Provide a new preventive care benefit by establishing a Point of Service ("POS") Plan Option, as an additional plan to complement the existing PPO plan and HMO's. The salient features of this POS Plan are as follows:

(a) each participant chooses a primary care physician ("PCP") who will manage all care received at the maximum benefit level ("level one");

(b) if a participant elects to go to the PPO network or beyond the network, he or she can do so on a service by service basis with the appropriate co-payment;

(c) preventative care benefits including childhood immunizations and well baby and woman care would be available through the PCP only, and would not be covered in the PPO or out-of-network benefit;

(d) other benefit levels and co-payments as set forth in the chart attached as Attachment 1.

2. Reduce the number of HMO's offered from three to two.

3. (a) Replace the dental indemnity plan with a dental PPO with out-of-network provisions. Basic services and major restorative services will be covered at a higher percentage (70% and 60%, respectively), with a \$1,000 Annual Maximum Benefit. Out-of-network services will be subject to an Annual Deductible of \$100 per person, an Annual Maximum Benefit of \$1,000, preventative services at 80%, and basic and restorative services covered at 50% after the deductible. A complete summary of benefit levels and deductibles is attached as Attachment 2. Effective January 1, 2002, increase the Annual Maximum Benefit to \$1,200.

(b) Effective July 1, 2000, update the provider co-payment schedules of the City's Dental Maintenance Organization ("DMO") to maintain coverage at 70-80% in the aggregate for basic and major restorative services including orthodontic. Provide for automatic increases in co-payments in the DMO each year to be effective beginning January 1, 2003. A complete summary of benefit levels and co-payments is attached as Attachment 3.

4. Change the PPO prescription benefit co-payments for a 34/100-day supply of drugs on the City's Preferred Drug List to \$8.00 for generic drugs (increase to \$9.00 on January 1, 2002 and \$10.00 on January 1, 2003), and \$20.00 for brand name drugs for which there is no general equivalent. For brand name drugs which have a generic equivalent, the co-payment will

be \$8.00 (increase to \$9.00 on January 1, 2002 and \$10.00 on January 1, 2003) plus the difference between the price of the brand name drug and the generic drug. For drugs which are not on the City's Preferred Drug List, the co-payment will be \$33.00 (increase to \$34.00 on January 1, 2002 and \$35.00 on January 1, 2003), regardless of whether the drug is generic or brand.

Change the HMO prescription benefit co-payments for a 34/100-day supply of drugs on the HMO Preferred Drug list to \$7.00 for generic drugs (increase to \$8.00 on January 1, 2002 and \$9.00 on January 1, 2003), and \$15.00 (increase to \$16.00 on January 1, 2002 and \$17.00 on January 1, 2003) for brand name drugs for which there is no generic equivalent. For brand name drugs which have a generic equivalent, the co-payment will be \$7.00 (increase to \$8.00 on January 1, 2002 and \$9.00 on January 1, 2003), plus the difference between the price of the brand name drug and the generic drug. For drugs which are not on the HMO's Preferred Drug List, the co-payment will be \$25.00 (increase to \$26.00 on January 1, 2002, and \$27.00 on January 1, 2003), regardless of whether the drug is generic or brand.

5. Increase cost of co-payment for HMO office visits to \$7.00 per visit effective January 1, 2001, and \$10.00 effective January 1, 2003.

6. Introduce limits on chiropractic services in the PPO plan to 15 visits with no more than three modalities per visit. Implement a voluntary health risk assessment for soft tissue injuries.

7. Provide a new mass transit benefit on a pre-tax payroll deduction basis in accordance with the Transportation Equity Act. The maximum monthly pre-tax voluntary deduction/benefit is \$65.00 for mass transit. The deduction processing would be managed through the City's Finance Department.

SIDE LETTER 19

September 30, 1999

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 1999 City of Chicago Negotiations

Dear Mr. Newman:

This letter will confirm certain discussions which we had during the 1999 contract negotiations between the City of Chicago and Council 31, AFSCME regarding the scope of an arbitration decision by Arbitrator Vicki Cohen on September 14, 1998 in the Case No. 98-01-6074. That case arose under the 1992-95 contract between the City and the Union, and involved the City's denial of Library Page and/or Clerk II positions to certain laid off Library Guards, because of their failure to pass skill assessment tests.

During the negotiations, you raised a question concerning a statement by Arbitrator Cohen that the "Library rightfully imposed a higher standard for the laid off Library Guards seeking a Clerk II position than they did for an applicant off the street." (Award, pp. 24-25). As we discussed, since the arbitration essentially involved the issue of whether the Library Guards in question had the present ability to perform the Clerk II position, and did not involve the relative merits of their qualifications with those of new applicants, her above-quoted statement is dicta and was not essential to the holding of the case. We further discussed how the parties, 1995-99 contract made many changes and clarifications to the lay-off and recall procedures, under which laid off employees receive preferences in occupying or bidding on vacancies over applicants and incumbent employees alike.

I trust that this letter accurately sets forth our discussions on this subject.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

SIDE LETTER 20

March 17, 2000

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 1999 City of Chicago Negotiations

Dear Mr. Newman:

This letter will confirm our agreement and understanding reached during the 1999 contract negotiations between the City of Chicago and Council 31, AFSCME regarding the temporary placement by the City of certain employees who are on duty disability in bargaining unit positions.

During the negotiations, we agreed that from time to time, the City may determine to place certain individuals who are on duty disability in temporary positions which may be within the scope of jurisdiction of AFSCME Council 31 and its member local unions. These individuals may include persons who are members of AFSCME as well as persons who are not. These positions will be temporary in nature, and will not constitute permanent "vacancies" as that term is used in the City's agreement with Council 31. The pay scale and other terms and conditions for these positions will be set by the City Council's Finance Committee, which administers the City's duty disability program, provided that the total pay rate received by employees in these positions (including any duty disability payments) shall not be lower than the appropriate rate for the job classification to which the employee is temporarily assigned. We agreed that no AFSCME employee will be displaced, laid off, or otherwise denied any promotional or recall opportunities as a result of the City's placement of these employees in the temporary positions proposed. In addition, we agreed that employees who are placed in these temporary positions shall be covered by the parties' collective bargaining agreement, but excluding § 12.5 and § 12.7 to the extent that the affected employees are not already represented by AFSCME.

The City agrees to notify AFSCME of any employees who are placed in temporary positions which are within the scope of jurisdiction of AFSCME. The notice shall include the employee's name, social security number, temporary classification, pay rate, department, and worksite. In addition, the City shall notify the Union when such temporary assignment has ended. The City shall review with the Union on not less than an annual basis, the status of persons who have been working in temporary positions within the bargaining unit for one year, and discuss with it the anticipated length of that assignment.

In consideration for this understanding, we agreed that the Finance Committee will form a Labor Management Committee concerning issues related to employee problems with duty disability issues. This Committee will meet on at least a quarterly basis, and will be attended by representatives of the Finance Committee who are capable of responding to employee questions concerning the status of their duty disability claims.

If this letter accurately sets for the our agreement, please initial a copy and return it to me at your convenience.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

SIDE LETTER 21

March 3, 2000

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 1999-2000 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 relating to the issue of applicant ratings.

The City agrees that it will conduct a one-time review of the applicant rating forms and procedures currently used by its Departments in filling bargaining unit jobs, which review shall be completed not later than January 1, 2001. The City will give AFSCME notice before issuing any recommended changes in applicant rating forms and procedures to its Departments. Upon request from AFSCME, the City will meet with it to discuss recommended changes prior to forwarding said recommendation to the Departments. Nothing in this letter of agreement shall be interpreted as pertaining to issues concerning the filling of any specific bargaining unit position. Nothing herein shall prevent the Union from grieving any alleged violation of Section 12.7.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee

MWD/mss

SIDE LETTER 22

April 5, 2000

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: Drug and Alcohol Testing

Dear Mr. Newman:

This letter will confirm our understanding reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 relating to the issue of drug or alcohol testing, and specifically to the adoption of the new language in the Agreement in Section 27.4(a)(iii) relating to workplace accidents and fighting.

As described by representatives of the City's Law Department during these negotiations, the City may require a drug or alcohol test if an employee is involved in an accident while at work on City property or on City business which results in significant injury requiring medical attention or significant property damage. By way of example, an employee who is involved in an accident with a City vehicle which causes an injury requiring medical attention or significant property damage may be tested. An employee injured at work after tripping over a frayed carpet, however, would not be tested. Clearly, the City follows a common sense approach.

Similarly, the City may test in cases of workplace or on duty fighting under a common sense approach. "Fighting" under the contract language connotes a physical confrontation. Normally, the City will attempt to ascertain who is the aggressor and test that person only. Where this is not possible, both participants may be tested.

I trust that this clarification accurately summarizes our prior discussion int his respect.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

SIDE LETTER 23

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re: 1999-2000 Contract Negotiations

Dear Mr. Newman:

This letter will confirm our understandings and agreements reached during the 1999-2000 contract negotiations between the City of Chicago and AFSCME Council 31 on the items listed below:

1. Semi-automatic progression: The City of Chicago and the Union will form a committee to examine the feasibility and possible implementation of a pilot program for semi-automatic progression for the following job titles -- Sanitarian I to Sanitarian II (Health Department); Auditor I to Auditor II (Revenue Department); and Fingerprint Technician I to II (Police Department).

2. Personal Support Program: For the period July 1, 1999 through June 30, 2003, the City will contribute the annual sum of \$25.00 per AFSCME bargaining unit employee, paid in equal amounts on the first day of each calendar quarter, in order to allow said employees to participate in the AFSCME Personal Support Program ("PSP"). The annual payment will be based on the number of bargaining unit members on November 1 of the prior year. Amounts attributable to the period between July 1, 1999 and June 30, 2000 shall be paid not later than June 30, 2000.

As a condition of the City's participation in the PSP, the Union will advise the City on a quarterly basis as to the level of participation by City employees in the PSP, and will provide the City with an audit conducted annually by an outside accounting firm of PSP finances. The AFSCME Benefit Plan and Trust also will agree to indemnify the City from any and all liability in connection with the operation of the PSP and any treatment or assistance given to City employees by the PSP.

Lastly, the Union agrees and understands that by agreeing to participate in the PSP, the City is not conferring any greater rights to coverage or benefits under the City's medical plan to AFSCME unit employees than already exists under the plan; nor does the City agree to allow employees to schedule appointments with the PSP during regular working hours.

3. Job Audits: Not later than July 1, 2001, the City will audit and examine the titles of Physician and the timekeeping function to determine if any adjustment in current rates for either or both is appropriate. In addition, following the reorganization of the City's Department of Human Services, the City will audit the titles of voucher coordinator, community intervention worker, and human service worker in that Department in order to determine if any adjustment to current rates for said positions is appropriate.

Please initial a copy of this letter if it accurately sets forth our agreements.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss

SIDE LETTER 24

Mr. Michael Newman
Associate Director
AFSCME Council 31
29 North Wacker Drive
8th Floor, Suite 800
Chicago, Illinois 60606

Re:

Dear Mr. Newman:

This letter represents the agreements and understandings reached during the 1999-2000 negotiations between the City of Chicago and AFSCME Council 31 with respect to the B-C and G salary schedules.

It was agreed that when employees move between the B-C and G schedules in the case of lay-offs and recalls under Section 12.5 of the Agreement, the following shall be considered equal rated grades:

<u>B-C</u>	<u>G</u>
9	1
10	2
11	3
12	4
13	5
14	6
15	7
16	8
17	9
18	10
19	11
21	12

Please initial a copy of this letter below if it accurately sets forth our understandings.

Very truly yours,

MATKOV, SALZMAN, MADOFF & GUNN

By

Michael W. Duffee
Chief Spokesman
City of Chicago

MWD/mss